



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, AUGUST 19, 2024
7:00 PM AT CITY HALL, 220 CLAY STREET

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Approval of the minutes of the Regular City Council meeting of August 5, 2024.

Agenda Revisions

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

Staff Updates

Special Order of Business

2. Public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$4,000,000 General Obligation Capital Loan Notes for essential corporate purposes (ECP).
 - a) Receive and file proof of publication of notice of hearing. (Notice published 08/06/24)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution instituting proceedings to take additional action for the issuance of not to exceed \$4,000,000 General Obligation Capital Loan Notes for essential corporate purposes (ECP).
3. Public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$750,000 General Obligation Capital Loan Notes for general corporate purposes (GCP).
 - a) Receive and file proof of publication of notice of hearing. (Notice published 08/06/24)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution instituting proceedings to take additional action for the issuance of not to exceed \$750,000 General Obligation Capital Loan Notes for general corporate purposes (GCP).
4. Public hearing to consider entering into an Agreement for Private Development with BALOS, LLC.

- a) Receive and file proof of publication of notice of hearing. (Notice published 08/10/2024)
- 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 BALOS, LLC.

Old Business

- 5. Pass Ordinance #3075, amending Chapter 2, Administration, of the Code of Ordinances relative to salary of members and salary of the Mayor, upon its second consideration.
- 6. Pass Ordinance #3076, amending Chapter 2, Administration, of the Code of Ordinances relative to oath; bond and powers and duties; bond, upon its second consideration.
- 7. Pass Ordinance #3077, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to discharge of weapons, upon its second consideration.
- 8. Pass Ordinance #3078, amending Chapter 24, Utilities, of the Code of Ordinances relative to applicability, definitions and requirements for approval of stormwater management plan, upon its second consideration.

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

- 9. Receive and file the City Council Committee of the Whole minutes of August 5, 2024 relative to the following items:
 - a) Discussion on the Future Planning of the Current Cedar Falls High School Site and the MercyOne Cedar Falls Medical Center (formerly Sartori) Site.
 - b) Resilience Plan - Overview of the Plan Elements.
- 10. Receive and file communication from the Civil Service Commission relative to the following certified list:
 - a) Accountant.
- 11. Receive and file communication from the Civil Service Commission relative to the following certified list:
 - a) Administrative Assistant.
- 12. Receive and file revised bylaws for the Human Rights Commission.
- 13. Approve a request for a temporary sign at 2408 Waterloo Road with removal on September 30, 2024.
- 14. Approve the following applications for retail alcohol licenses:
 - a) Amigo, 5809 University Avenue, Class C retail alcohol & outdoor service - renewal.
 - b) Buffalo Wild Wings, 6406 University Avenue, Class C retail alcohol & outdoor service - renewal.
 - c) Whiskey Road Tavern & Grill, 402 Main Street, Class C retail alcohol & outdoor service - renewal.
 - d) B & B West, 3105 Hudson Road, Class E retail alcohol - renewal.
 - e) Fleet Farm, 400 West Ridgeway Avenue, Class B retail alcohol - change in ownership.
 - f) Berk's Main Street Pub, 207 Main Street, Class C retail alcohol - temporary outdoor service. (September 21-22, 2024)
 - g) Blue Room, 201 Main Street, Class C retail alcohol - temporary outdoor service. (September 21, 2024)
 - h) The Black Hawk Hotel/Bar Winslow, 115-117 Main Street, Class C retail alcohol - temporary outdoor service. (September 21, 2024)
 - i) The Brass Tap, 419 & 421 Main Street, Class C retail alcohol & outdoor service - temporary

additional outdoor service. (September 21, 2024)

j) The Landmark, 107 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service. (September 21, 2024)

k) Community Main Street (District Street Party), Main Street from 1st - 5th Streets and to alleys on East and West of Main on 2nd, 3rd and 4th Streets - Special Class C retail alcohol & outdoor service - 5-day permit. (September 19 - 23, 2024)

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.)

15. Resolution Calendar with items considered separately.
- [16.](#) Resolution approving and authorizing execution of a Subordination Agreement with Banklowa, in conjunction with the North Cedar Heights Drive Phase 2 Project.
- [17.](#) Resolution approving and accepting the Special Warranty Deed and approving and authorizing execution of an Encroachment Agreement, in conjunction with the Viking Road & Prairie Parkway Intersection Improvements Project.
- [18.](#) Resolution approving and authorizing execution of a Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for administration and technical services related to Community Development Block Grant (CDBG) Funding Project Delivery for FY2025 (Federal Fiscal Year 2024).
- [19.](#) Resolution approving and authorizing execution of a Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for administration and technical services related to Home Investment Partnerships Program (HOME) Funding Project Delivery for FY2025 (Federal Fiscal Year 2024).
- [20.](#) Resolution approving and authorizing execution of an Agreement for Design/Graphic Design Services with Scott Easton relative to the 2025 Cedar Falls Visitor Guide.
- [21.](#) Resolution approving and authorizing execution of an Agreement with TMA @ Your Service, LLC (d/b/a "Wellworks For You") relative to the City's employee wellness program.
- [22.](#) Resolution approving and authorizing execution of an Agreement with Plumb Tech Inc. relative to replacement of the Falls Aquatic Center water heaters.
- [23.](#) Resolution approving and authorizing execution of a Service/Product Agreement with The Waldinger Corporation relative to the purchase and installation of a HVAC replacement unit for the Public Safety Department.
- [24.](#) Resolution approving and authorizing execution of an Agreement for Use of City Parks and Services with Sturgis Falls Entertainment Group Inc.
- [25.](#) Resolution approving and authorizing execution of a Joint Funding Agreement for Water Resource Investigations with the U.S. Geological Survey relative to the Cedar River Streamgage Station.
- [26.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Owen Contracting, Inc. in the amount of \$2,217,802.80, for the Viking Road & Prairie Parkway Intersection Improvements Project.
- [27.](#) Resolution approving the Certificate of Completion and accepting the work of OEL Construction Services, Inc. for the 2021 CDBG Sidewalk Infill Project.
- [28.](#) Resolution approving and authorizing execution of Amendment Number Two to the Subaward Agreement with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD) for an extension of the Building Resilient Infrastructure and Communities (BRIC) Program grant funding relative to Stormwater Resilience Planning.

- [29.](#) Resolution setting September 9, 2024 as the date of consultation and directing mailing of notice of consultation, and setting October 21, 2024 as the date of public hearing, directing publication of notice of hearing, directing the mailing of notice of hearing, and approving an application for voluntary annexation of real estate to the City of Cedar Falls.
- [30.](#) Resolution appointing City Councilmember Chris Latta as a representative of the City of Cedar Falls for a Consultation with representatives of Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees relative to applications for voluntary annexation of certain real estate to the City of Cedar Falls.

Allow Bills and Claims

- [31.](#) Allow Bills and Claims for August 19, 2024.

Council Updates and Announcements

Council Referrals

- [32.](#) Refer to a City Council agenda approving and adopting the May 18, 2022 Cedar Falls Resilience Plan as presented by Perkins & Will.
- [33.](#) Refer to staff to draft a revised city ordinance to remove prohibitions on parking/storing recreational items such as boats and towable travel trailers on rear yards.

Executive Session

- 34. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, AUGUST 5, 2024
REGULAR MEETING, CITY COUNCIL
MAYOR DANIEL LAUDICK PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Absent: None. Mayor Laudick led the Pledge of Allegiance.

54895 - It was moved by Crisman and seconded by Kruse that the minutes of the Regular Meeting of July 15, 2024 be approved as presented and ordered of record. Motion carried unanimously.

54896 - Rosemary Beach, Cedar Falls, expressed concerns with the lack of sidewalks in the Prairie Parkway neighborhood and requested the installation of additional crosswalks or pedestrian signage.

Kim Jensen Jordan, Cedar Falls, commented on the future of the Cedar Falls High School and Sartori sites and the future of healthcare in the city.

54897 - Director of Public Safety Berte provided details on National Night Out, being held on August 6, 2024 at the Public Safety Center from 4:30PM – 7PM.

Director of Community Development Sheetz noted the Falls Aquatic Center will close for the season on August 18, 2024 and the Doggie Dip will be held on August 19, 2024 from 6PM - 8PM.

54898 - Mayor Laudick announced that in accordance with the public notice of July 20, 2024, this was the time and place for a public hearing on the proposed plans, specification, form of contract & estimate of cost for the Viking Road & Prairie Parkway Intersection Improvements Project. It was then moved by Latta and seconded by Dunn that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

54899 - 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. Principal Engineer Claypool provided an update on the proposed project. There being no one else present wishing to speak about the proposed project, the Mayor declared the hearing closed and passed to the next order of business.

54900 - It was moved by Kruse and seconded by Hawbaker that Resolution #23,720, approving and adopting the plans, specifications, form of contract & estimate of cost for the Viking Road & Prairie Parkway Intersection Improvements Project, be adopted. Following questions and comments by Councilmembers Ganfield and Kruse, and responses by Director of Public Works Schrage, Principal Engineer Claypool, Director of Finance & Business Operations Rodenbeck, and City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then

declared Resolution #23,720 duly passed and adopted.

- 54901 - It was moved by Kruse and seconded by Crisman that Ordinance #3071, amending Chapter 2, Administration, of the Code of Ordinances relative to controller/city treasurer, information systems manager, city clerk, appointment, powers and duties of city attorney, appointment, powers and duties of human resources manager, planning and community services manager, manager, building official, manager of operations and maintenance, city engineer, and water reclamation manager, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3071 duly passed and adopted.
- 54902 - It was moved by Dunn and seconded by Crisman that Ordinance #3072, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to public events on city property, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3072 duly passed and adopted.
- 54903 - It was moved by Kruse and seconded by Crisman that Ordinance #3073, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to parking prohibited on specific streets, be passed upon its third and final consideration. Following comments by Kim Jensen Jordan, Cedar Falls, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3073 duly passed and adopted.
- 54904 - It was moved by Kruse and seconded by Lata that Ordinance #3074, amending Chapter 26, Zoning, of the Code of Ordinances relative to residence district, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3074 duly passed and adopted.
- 54905 - It was moved by Crisman and seconded by Dunn that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the City Council Committee of the Whole minutes of July 15, 2024 relative to the following item:

a) Downtown Parking Discussion.

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

a) Seth Chadwick, Library Board of Trustees, term ending 06/30/2030.

b) Reginald Green, Library Board of Trustees, term ending 06/30/2030.

c) Michael Sulentic, Library Board of Trustees, term ending 06/30/2030.

Receive and file Departmental Quarterly Reports of April - June 2024.

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

- a) Policy & Administration Specialist.
- b) Public Safety Officer.

Approve the following applications for retail alcohol licenses:

- a) Main Street Sweets, 307 Main Street, Special Class B retail native wine - renewal.
- b) Kwik Star, 4515 Coneflower Parkway, Class B retail alcohol - renewal.
- c) Hy-Vee Market Grille, 6301 University Avenue, Class C retail alcohol - renewal.
- d) Octopus, 2205 College Street, Class C retail alcohol & outdoor service - renewal.
- e) The Black Hawk Hotel/Bar Winslow, 115-117 Main Street, Class C retail alcohol - renewal.
- f) The Library, 2222 College Street, Class C retail alcohol & outdoor service - renewal.
- g) The Other Place, 4214 University Avenue, Class C retail alcohol & outdoor service - renewal.
- h) Compass Group USA, Inc., 6725 Cedar Heights Drive, Class C retail alcohol - new.

Motion carried unanimously.

54906 - It was moved by Hawbaker and seconded by Latta that the following resolutions be introduced and adopted:

Resolution #23,721, approving and authorizing execution of an Amendment to the Lease Agreement with the Cedar Falls Historical Society relative to the Bennington Township Schoolhouse

Resolution #23,722, approving and authorizing execution of an Agreement to Enhance Economic Development in Cedar Falls with Grow Cedar Valley relative to an FY2025 Economic Development Grant.

Resolution #23,723, approving and authorizing execution of a Travel Iowa Co-Operative Marketing Contract with Iowa Economic Development Authority (IEDA) relative to FY2025 tourism marketing opportunities.

Resolution #23,724, approving and accepting completion of construction of a plaza, monument and recreation trail relative to the Rotary Plaza located at 205-221 West 1st Street.

Resolution #23,725, releasing the Cash Escrow Agreement (Performance) and approving and accepting a Cash Escrow Agreement (Maintenance) with The Rotary Club of Cedar Falls relative to the Rotary Plaza located at 205-221 West 1st Street.

Resolution #23,726, approving the Loy Minor Subdivision Plat No. 1.

Resolution #23,727, approving the preliminary plat of North Cedar Estates.

Resolution #23,728, approving and authorizing execution of one Owner Purchase Agreement; and approving and accepting one Temporary Construction Easement, in conjunction with the North Cedar Heights Drive Project - Phase 1A.

Resolution #23,729, approving and authorizing execution of one Owner Purchase Agreement; and approving and accepting one Temporary Construction Easement, in conjunction with the Viking Road & Prairie Parkway Intersection Improvements Project.

Resolution #23,730, approving the Certificate of Completion and accepting the work of Owen Contracting, Inc., f/k/a K. Cunningham Construction Company, Inc. for the Downtown Streetscape and Reconstruction Project-Phase II, and approving and authorizing the transfer of funds from the Parkade Renovation Fund to the TIF Fund.

Resolution #23,731, approving and authorizing execution of a License Agreement with Unite Private Networks, LLC relative to installing a fiber optic telecommunications system within the public right-of-way of the Hudson Road & West 27th Street intersection.

Resolution #23,732, approving and authorizing execution of a Professional Service Agreement with Terracon Consultants, Inc. relative to 2024 Construction Testing Services.

Resolution #23,733, approving the Certificate of Completion and accepting the work of Owen Contracting, Inc. for the Center Street Corridor Streetscape Project, and approving and authorizing the transfer of funds from the Storm Water Fund and Street Construction Fund to the Emergency Reserve Fund.

Resolution #23,734, approving and authorizing execution of a Contract for Completion of Improvements with Midwest Development Co. relative to the final plat of The Arbors Fifth Addition.

Resolution #23,735, approving the final plat for The Arbors Fifth Addition.

Resolution #23,736, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Midwest Development Co. relative to a post-construction stormwater management plan for The Arbors Fifth Addition.

Resolution #23,737, setting August 19, 2024 as the date of public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$4,000,000 General Obligation Capital Loan Notes for essential corporate purposes (ECP), and providing for publication of notice thereof.

Resolution #23,738, setting August 19, 2024 as the date of public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$750,000 General Obligation Capital Loan Notes for general corporate purposes (GCP), and providing for publication of notice thereof.

Resolution #23,739, setting August 19, 2024 as the date of public hearing to consider entering into an Agreement for Private Development with BALOS, LLC.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,721 through #23,739 duly passed and adopted.

- 54907 - It was moved by Kruse and seconded by Crisman that Resolution #23,740, approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 4.15 acres of real estate located at 4109 West 1st Street relative to safety improvements at the Highway 57 & Union Road intersection, be adopted. Following questions by Councilmember Kruse, and comments by Kim Jensen Jordan, Cedar Falls, and responses by Director of Public Works Schrage, Mayor Laudick and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,740 duly passed and adopted.
- 54908 - It was moved by Kruse and seconded by Hawbaker that Resolution #23,741, approving and authorizing execution of an Application for Site-Specific Traffic Safety Improvement Program (TSIP) funding with the Iowa Department of Transportation (Iowa DOT) relative to the Highway 57 & Union Road Intersection Improvements 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: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,741 duly passed and adopted.
- 54909 - It was moved by Kruse and seconded by Latta that Ordinance #3075, amending Chapter 2, Administration, of the Code of Ordinances relative to salary of members and salary of the Mayor, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54910 - It was moved by Latta and seconded by Kruse that Ordinance #3076, amending Chapter 2, Administration, of the Code of Ordinances relative to oath; bond and powers and duties, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54911 - It was moved by Kruse and seconded by Ganfield that Ordinance #3077, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to discharge of weapons, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54912 - It was moved by Crisman and seconded by Kruse that Ordinance #3078,

amending Chapter 24, Utilities, of the Code of Ordinances relative to applicability, definitions and requirements for approval of stormwater management plan, be passed upon its first consideration. Following questions and comments by Councilmembers Kruse, Ganfield, Dunn, and Latta, Mayor Laudick, and Denzel Washington, Cedar Falls, and responses by Director of Public Works Schrage and City Attorney Rogers, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

- 54913 - It was moved by Ganfield and seconded by Schultz that the bills and claims of August 5, 2024 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54914 - Councilmember Ganfield commented on the recent 103rd Annual Cedar Falls Bible Conference held at Riverview Ministries.
- 54915 - It was moved by Kruse and seconded by Latta that the meeting be adjourned at 7:40 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Laudick & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: August 12, 2024
SUBJECT: 2024 Bond Sales

On October 7th, the City is scheduled to sell General Obligation Capital Loan Notes for various purposes and projects at outlined on the City’s Capital Improvements Program (CIP). Prior to that sale, the City must hold a public hearing authorizing the maximum amount of the bond sale. You will note that the resolutions for the hearings and sales are separated into various pieces on the Council agenda. This is due to the requirement of disclosing amounts for general corporate purpose and essential corporate purpose. The amounts are as follows:

- Essential Corporate Purpose in an amount not to exceed \$4,000,000. These proceeds are anticipated to finance various City capital projects as follows:
 - Katowski Box Culvert
 - W. 20th St. Sidewalk Infill
 - Aldrich School Connections
 - Main Street Reconstruction
 - Union Road Box Culvert
 - Viking Road Reconstruction & Sidewalk Infill
 - West 22nd St. Reconstruction
 - West 23rd St. Reconstruction
 - Bunker Gear, Technical Rescue Equipment, SCBA Equipment
 - Fire Truck Downpayment

- General Corporate Purpose in an amount not to exceed \$750,000. These proceeds are anticipated to finance various City capital projects as follows:
 - Cameras
 - Library Automated Materials Handler
 - Community Center Tables & Chairs
 - Orchard Hill Pickleball Courts
 - Annual Street Repair Program – Amenities
 - Public Safety Building Maintenance

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

ITEMS TO INCLUDE ON AGENDA
CITY OF CEDAR FALLS, IOWA

Not to exceed \$4,000,000 General Obligation Capital Loan Notes

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

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

August 19, 2024

The City Council of the City of Cedar Falls, State of Iowa, met in Regular session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor Daniel Laudick, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$4,000,000 General Obligation Capital Loan Notes, in order to provide funds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department, for essential corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes had been published as provided by Sections 384.24A and 384.25 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$4,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$4,000,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES**

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$4,000,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department, and has considered the extent of objections received from residents or property

owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$4,000,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 19th day of August, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

02387285\10283-193

ITEMS TO INCLUDE ON AGENDA
CITY OF CEDAR FALLS, IOWA

Not to exceed \$750,000 General Obligation Capital Loan Notes

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

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

August 19, 2024

The City Council of the City of Cedar Falls, State of Iowa, met in Regular session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor Daniel Laudick, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$750,000 General Obligation Capital Loan Notes, in order to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements, for general corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes and the right to petition for an election had been published as provided by Sections 384.24A and 384.26 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, in the manner provided by Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Notes be submitted to the qualified electors of the City.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$750,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$750,000 GENERAL OBLIGATION CAPITAL LOAN
NOTES**

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$750,000 General Obligation Capital Loan Notes, for the general corporate purposes, in order to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$750,000 General Obligation Capital Loan Notes, for the foregoing general corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 19th day of August, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

02387302\10283-193



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: Mayor Laudick and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: August 7, 2024
SUBJECT: Agreement for Private Development – BALOS, LLC

Introduction/Project Details

For the past few months, City staff has been working with Jamie Fettkether of BALOS, LLC, toward the rehabilitation of an existing downtown property located at 109 E 2nd Street. Mr. Fettkether recently bought the building, which was previously an art studio/residence. Mr. Fettkether will begin work to renovate approximately 1,830 square feet of space for a new commercial tenant on the first floor, and will also include the rehabilitation of the dwelling unit on the second floor of the building as well. The developer is estimating that the project will cost approximately \$400,000 to renovate the entire building, in order to create a new 1st floor commercial space and 2nd floor residential space.

Financial Assistance Request

This project is eligible under the Downtown Urban Renewal Plan for consideration of certain incentives that promote redevelopment of existing buildings needing repairs. The typical incentive offered for downtown projects such as this is a rebate of 100% of the tax increments generated on the increased value of the building after the improvements are complete, with a minimum investment of \$200,000.

A copy of the Agreement for Private Development for BALOS, LLC is attached for your review and outlines the proposed scope of work proposed for 109 E 2nd Street. This redevelopment project anticipates a total investment of approximately \$400,000 for the building's renovation costs, and when complete, the building is anticipated to be assessed at over \$500,000.

The project is expected to be completed by the end of 2025, with full assessment of the Minimum Improvements on January 1, 2026 and debt certification to the Auditor by the City prior to December 1, 2025. The Economic Development Grants shall commence on June 1, 2028 and end on June 1, 2032 based on the value added to the property. The

following schedule would be applicable:

June 1, 2028 100% of Tax Increments for Fiscal Year 27-28
June 1, 2029 100% of Tax Increments for Fiscal Year 28-29
June 1, 2030 100% of Tax Increments for Fiscal Year 29-30
June 1, 2031 100% of Tax Increments for Fiscal Year 30-31
June 1, 2032 100% of Tax Increments for Fiscal Year 31-32

The maximum amount of tax rebates provided to the developer shall not exceed \$47,050. This is based on using a maximum of \$400,000 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 BALOS, LLC and the City of Cedar Falls.

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

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



BALOS, LLC
109 E 2nd Street
Building Renovation

Item 4.



E. 1st St

E. 2nd St

E. 3rd St

Main St

State St



Project Location

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF CEDAR FALLS, IOWA

AND

BALOS, LLC

August 2024

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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 _____, 2024, 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, 2023, as amended (hereinafter called "Urban Renewal Act"), and BALOS, LLC, an Iowa limited liability company, having offices for the transaction of business at 100 E. 2nd Street Unit 402, 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 on the retail floor of the Minimum Improvements, and will otherwise provide economic growth; and

Execution Version

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.

BALOS, LLC, 2019 E. 2nd 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.

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, 2023, 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 BALOS, LLC, 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 109 E. 2nd 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 at the Minimum Improvements 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.

Execution Version

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the BALOS, LLC, 109 E. 2nd 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 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.

Execution Version

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

a. BALOS, LLC 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 applicable 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.

Execution Version

g. The construction of the Minimum Improvements will require a total investment of approximately \$400,000.

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 equity funds and/or firm commitments for financing of 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, 2025.

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.

m. Developer agrees to comply with all of the provisions of Article IV of 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 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 \$400,000.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken: (i) by no later than November 1, 2024; or (ii) by such other date as the parties shall mutually agree upon in writing, and completed: (i) by no later than December 31, 2025; 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. The completion date for construction of the Minimum Improvements, as may be extended by Unavoidable Delays, must be met in order for Developer to qualify for the Economic Development Grants to be made to Developer pursuant to this Agreement. The Developer agrees that it shall permit a designated representative(s) of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction during reasonable times upon reasonable notice.

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. RESERVEDARTICLE V. INSURANCESection 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. The policy shall waive subrogation rights against the City and shall contain a Governmental Immunities endorsement in a form acceptable to 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 liability insurance, including 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, if approved by the State.

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. Upon request, 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. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.

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 shall 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 shall 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 shall provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer shall 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, disability, or other legally protected characteristic, and shall further require that other persons and entities performing work on the Project also comply with this provision. 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, disability or other legally protected characteristic.

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 for office and/or retail tenants on the lower level with residential space above. Developer shall use its best efforts to ensure that at least 1 Full-Time Equivalent Employment Unit will be employed by Developer's tenant(s) at the Minimum Improvements by October 1, 2026 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, 2026 and ending on October 15, 2031, 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 that as of the date of this Agreement the Minimum Improvements have not been leased to a Relocating Entity, and the Economic Development Grants shall not be assigned to or otherwise transferred to a Relocating Entity so as to incentivize such an entity to relocate into the Minimum Improvements. For purposes of this Agreement, a Relocating Entity is any commercial entity that is relocating to the City from another part of Black Hawk County or a contiguous county.

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 construction of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose. Notwithstanding the foregoing, leases and subleases to tenants for all or a portion of the Development Property or Minimum Improvements shall not be prohibited.

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 Forty Seven Thousand and Fifty Dollars (\$47,050) 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, 2024 (assessed building value of \$35,840) 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 \$35,840. The increased assessed building value after construction of the Minimum Improvements for the purpose of this Agreement is required to be at least \$235,840 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, 2025, full assessment of the Minimum Improvements on January 1, 2026, and debt certification to the Auditor by the City prior to December 1, 2026, the Economic Development Grants shall commence on June 1, 2028, and end on June 1, 2032, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

- June 1, 2028 100% of Tax Increments for Fiscal Year 27-28
- June 1, 2029 100% of Tax Increments for Fiscal Year 28-29
- June 1, 2030 100% of Tax Increments for Fiscal Year 29-30
- June 1, 2031 100% of Tax Increments for Fiscal Year 30-31
- June 1, 2032 100% of Tax Increments for Fiscal Year 31-32

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 the Development Property under the terms of the Ordinance and deposited into the BALOS, LLC, 109 E 2nd 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, 2026. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2026, 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 assessed value of the existing building located on the Development Property as of January 1, 2024 (assessed building value of \$35,840) 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.

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 the assessed building value of at least \$200,000 resulting from construction of the Minimum Improvements; and
- (b) a total investment of at least \$400,000, 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;
- (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 2025 and first full assessment on January 1, 2026 if Developer and the City each so certify in October 2026, the first Economic Development Grants would be paid to Developer on June 1, 2028 (for 100% of the Tax Increment for fiscal year 2027-2028)). 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 \$47,050. 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.

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 BALOS, LLC, 109 E 2nd 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 BALOS, LLC, 109 E 2nd 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 BALOS, LLC, 109 E 2nd 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

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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 or reconstruction 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;

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:

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- 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, and/or to collect money damages, 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.

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 BALOS, LLC, 100 E 2nd Street Unit 402, 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, and shall run with the title to the Development Property.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2032, 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.

Section 12.11. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and the City.

Section 12.12. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 12.13. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid,

or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 12.14. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 12.15. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 12.16. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 12.17. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

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: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this ____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Daniel Laudick and Kim Kerr, 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

Execution Version

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Original Plat Cedar Falls East 30 feet North 32 feet Lot 8 Block 5, Cedar Falls, Iowa.

Locally known as 109 E 2nd Street, Cedar Falls, Iowa

Parcel # 8914-12-252-002 (Black Hawk County)

EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the rehabilitation of approximately 915 (main base) square feet of commercial/office space on the first floor of the building, and approximately 915 square feet of residential space on the second floor of the building. 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 2025. Construction costs are expected to be approximately \$400,000.

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of Cedar Falls, Iowa (the "City") and BALOS, LLC, an Iowa Limited Liability Company, ("Developer"), did on or about the _____ day of _____, 2024, 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 East 30 feet North 32 feet Lot 8 Block 5, Cedar Falls, Iowa.

Locally known as 109 E 2nd 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.

Execution Version

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Daniel Laudick and Kim Kerr, 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 BALOS, LLC, an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2024, 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 East 30 feet North 32 feet Lot 8 Block 5, Cedar Falls, Iowa.

Locally known as 109 E 2nd Street, Cedar Falls, Iowa

Parcel # 8914-12-252-002 (Black Hawk County)

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2024 and terminates on December 31, 2032, 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 advised as to all of the

Execution Version

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 _____, 2024.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Daniel Laudick and Kim Kerr, 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 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___.

BALOS, LLC,
By: _____
Jamie Fettkether

ATTEST:
By: _____

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this _____ day of _____, 20___, before me the undersigned, a Notary Public in and for said State, personally appeared Jamie Fettkether, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of BALOS, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Jamie Fettkether 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

Execution Version

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA (319) 268-5160

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN AGREEMENT FOR PRIVATE
DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR
FALLS AND BALOS, LLC

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, and amended by Amendment No. 1, approved by Resolution No. 12,795 on May 14, 2001, by Amendment No. 2, approved by Resolution No. 18,165 on July 16, 2012, by Amendment No. 3, approved by Resolution No. 18,837 on November 11, 2013, by Amendment No. 4, approved by Resolution 20,864 on December 18, 2017, by Amendment No. 5, approved by Resolution 21,367 on December 17, 2018, and by Amendment No. 6, approved by Resolution 22,204 on December 21, 2020, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Development Area Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from BALOS, LLC (the "Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Development Area Urban Renewal Area as defined and legally described in the Agreement and consisting of the rehabilitation of approximately 1,830 square feet of commercial and residential space, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer in the form of a percentage of Tax Increments generated from the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$47,050, or the amount accrued under the formula outlined in the proposed Agreement for Private Development, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development and blight remediation in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS IN THE STATE OF IOWA:

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 19th day of August, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, Kim Kerr, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the ____ day of _____, 2024.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2024.

Kim Kerr
City Clerk of Cedar Falls, Iowa



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: July 29, 2024
SUBJECT: Amendments to Code of Ordinances

Attached please find the latest group of ordinance amendments. Briefly, these amendments would accomplish the following:

Sec. 2-47; 2-186: Makes any increase in compensation for the offices of Mayor, Council member consistent with one another. Rather than using the change in the CPI-U from the previous year in a particular month, the formula would be the average change over the entire previous 12 months preceding the effective date of the change. This is thought to be a more accurate measure of such change and eliminates any peculiarities to a particular month. This would be consistent with the formula used in the City's collective bargaining agreement with the Teamsters (Public Works).

Also, for the office of Mayor it updates the base salary to reflect what it actually is as of January 1, 2024.

Sec. 2-220; 2-256: A change in the law effective July 1, 2024, explicitly allows an insurance policy to be procured in lieu of City officers posting bonds. The ordinance change would allow this. This reflects current City practice.

Sec. 16-15: Would end the regulation of carrying and transportation of air guns, pellet rifles, etc. in the City to conform to State law. The discharge of such weapons is still prohibited.

Staff recommends approval of these changes. Please feel free to contact me if you have any questions.

Thank you.

ORDINANCE NO. _____

AN ORDINANCE 1) AMENDING SECTION 2-47, SALARY OF MEMBERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, TO CLARIFY CALCULATION OF SALARY ADJUSTMENTS OF COUNCIL MEMBERS; AND 2) AMENDING SECTION 2-186, SALARY, OF DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, TO MODIFY THE SALARY ADJUSTMENT OF THE MAYOR; ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, .

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

Section 1. Section 2-47, Salary of Members, of Division 1, Generally, of Article II, City Council, 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 2-47, Salary of Members, is enacted in lieu thereof, as follows:

Sec. 2-47. Salary of members.

Each councilmember of the city shall receive an annual salary of \$8,500.00 as of January 1, 2024, and beginning January 1, 2025, an annual salary adjustment shall be awarded equal to the average of the federal consumer price index rate (CPI-U) for the most recent twelve months ~~of October that precedes issued prior to~~ the effective date of the annual salary adjustment. Said salary shall be payable in such manner as the council shall by motion direct.

(Code 2017, § 2-43; Ord. No. 2085, § 1, 2-13-1995; Ord. No. 2250, § 1, 1-11-1999; Ord. No. 3037, 8-21-2023)

Section 2. Section 2-186, Salary, 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 2-186, Salary, is enacted in lieu thereof, as follows:

Sec. 2-186. Salary.

The full time mayor of the city shall receive an annual salary of ~~\$112,158.00 as of January 1, 2024, 61,817.60~~ and ~~beginning after~~ January 1, 2025, an annual salary adjustment shall be awarded equal to the average of the latest calendar year annual federal consumer price index rate (CPI-U) for the most recent twelve months issued prior to the effective date of the annual salary adjustment ~~awarded at the start of each fiscal year~~. In addition, the mayor shall also receive the same insurance benefits provided to all appointed officers of the city.

(Code 2017, § 2-154; Ord. No. 1957, § 1, 10-28-1991; Ord. No. 2047, § 1, 2-28-1994; Ord. No. 2250, § 2, 1-11-1999)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3075

AN ORDINANCE **1)** AMENDING SECTION 2-47, SALARY OF MEMBERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, TO CLARIFY CALCULATION OF SALARY ADJUSTMENTS OF COUNCIL MEMBERS; AND **2)** AMENDING SECTION 2-186, SALARY, OF DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, TO MODIFY THE SALARY ADJUSTMENT OF THE MAYOR; ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, .

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

Section 1. Section 2-47, Salary of Members, of Division 1, Generally, of Article II, City Council, 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 2-47, Salary of Members, is enacted in lieu thereof, as follows:

Sec. 2-47. Salary of members.

Each councilmember of the city shall receive an annual salary of \$8,500.00 as of January 1, 2024, and beginning January 1, 2025, an annual salary adjustment shall be awarded equal to the average of the federal consumer price index rate (CPI-U) for the most recent twelve months issued prior to the effective date of the annual salary adjustment. Said salary shall be payable in such manner as the council shall by motion direct.

(Code 2017, § 2-43; Ord. No. 2085, § 1, 2-13-1995; Ord. No. 2250, § 1, 1-11-1999; Ord. No. 3037, 8-21-2023)

Section 2. Section 2-186, Salary, 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 2-186, Salary, is enacted in lieu thereof, as follows:

Sec. 2-186. Salary.

The full time mayor of the city shall receive an annual salary of \$112,158.00 as of January 1, 2024, and beginning January 1, 2025, an annual salary adjustment shall be awarded equal to the average of the federal consumer price index rate (CPI-U) for the most recent twelve months issued prior to the effective date of the annual salary adjustment. In addition, the mayor shall also receive the same insurance benefits provided to all appointed officers of the city.

(Code 2017, § 2-154; Ord. No. 1957, § 1, 10-28-1991; Ord. No. 2047, § 1, 2-28-1994; Ord. No. 2250, § 2, 1-11-1999)

INTRODUCED: _____ August 5, 2024 _____

PASSED 1ST CONSIDERATION: _____ August 5, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE 1) AMENDING SECTION 2-220, OATH; BOND, OF DIVISION 3, CITY ADMINISTRATOR, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CITY ADMINISTRATOR; AND 2) AMENDING SECTION 2-256, POWERS AND DUTIES; BOND, OF DIVISION 4, CITY INVESTMENTS, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CERTAIN CITY OFFICERS, ALL OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, .

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

Section 1. Section 2-220, Oath; Bond, of 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 Section 2-220, Oath; Bond, is enacted in lieu thereof, as follows:

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. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. The premium of the bond or insurance policy shall be paid by the city.

(Ord. No. 2988, § 3, 5-3-2021)

Section 2. Section 2-256, Powers and Duties; Bond, of Division 4, City Investments, 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 2-256, Powers and Duties; Bond, is enacted in lieu thereof, as follows:

Sec. 2-256. Powers and duties; bond.

Investment and depository functions shall be performed in conformance with the laws of the state. Before entering into the duties, in addition to the oath or affirmation, each officer shall execute a bond in the form and conditions prescribed by state law and by ordinance of the council. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. Such bond or insurance policy shall be filed with the director of finance and business operations. Upon execution of the bond or binding of insurance coverage, the investment and depository duties shall be assigned as follows:

- (1) The controller/city treasurer shall collect, receive and safely keep all money due and belonging to the city, and for any sum of money so received shall execute duplicate receipts, one of which shall be delivered to the person from whom such sum may be received, and the other kept by the finance division. The controller/city treasurer shall keep true and correct accounts with each fund established by the council, of all receipts into and disbursements from the treasury.
- (2) The controller/city treasurer shall, with the approval of the council as to the place and amount of deposit, by resolution entered on record, deposit all city funds, in any bank in the city to which the funds belong.
- (3) The controller/city treasurer shall draw from the county treasurer all funds belonging to the city.

- (4) The controller/city treasurer shall make reports to the council monthly, or more often if required, giving a full and detailed statement under oath of all the receipts and expenditures during the preceding month. Annually the controller/city treasurer shall make a report of the entire year's proceedings, including the state of the treasury.
- (5) The controller/city treasurer shall keep a full and complete record of all outstanding bonds, and their numbers, denominations, dates, rates of interest and maturity, and report the record to the mayor and council annually.
- (6) The controller/city treasurer shall keep a record of the indebtedness of the city, showing the liens, assessments and judgments outstanding against the city, and report the record to the council annually. At the request of the council or mayor, the controller/city treasurer shall communicate to the council any notice of pending assessments, judgments or claims of which the controller/city treasurer is advised.
- (7) The controller/city treasurer shall keep a computerized register with a description of all checks written.
- (8) The controller/city treasurer shall pay money from the treasury only on checks drawn on him by, and signed by, the controller/city treasurer, countersigned by the mayor and director of finance and business operations and sealed with the city seal.
- (9) At the expiration of the controller/city treasurer's term of office, he shall deliver all official papers, books, monies and property belonging to the city to his successors.
- (10) The information services manager shall be responsible for the electronic communications with the banking system on a daily basis and internal computer security of access to investment data.
- (11) When there is an accumulation in the treasury and there are no outstanding checks, the controller/city treasurer shall invest the funds in compliance with the city's investment policy.
- (12) The controller/city treasurer shall safely keep all invested funds.
- (13) When the controller/city treasurer determines that there are not or will not be sufficient funds on hand to pay legal obligations of a fund, the controller/city treasurer may request to the city council a short term loan payable to a bank or other business entity authorized by law to loan money in an amount legally available and believed to be sufficient to cover the anticipated deficiency.

(Code 2017, § 2-192; Ord. No. 2728, § 2, 2-14-2011)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3076

AN ORDINANCE **1)** AMENDING SECTION 2-220, OATH; BOND, OF DIVISION 3, CITY ADMINISTRATOR, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CITY ADMINISTRATOR; AND **2)** AMENDING SECTION 2-256, POWERS AND DUTIES; BOND, OF DIVISION 4, CITY INVESTMENTS, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CERTAIN CITY OFFICERS, ALL OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, .

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

Section 1. Section 2-220, Oath; Bond, of 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 Section 2-220, Oath; Bond, is enacted in lieu thereof, as follows:

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. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. The premium of the bond or insurance policy shall be paid by the city.

(Ord. No. 2988, § 3, 5-3-2021)

Section 2. Section 2-256, Powers and Duties; Bond, of Division 4, City Investments, 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 2-256, Powers and Duties; Bond, is enacted in lieu thereof, as follows:

Sec. 2-256. Powers and duties; bond.

Investment and depository functions shall be performed in conformance with the laws of the state. Before entering into the duties, in addition to the oath or affirmation, each officer shall execute a bond in the form and conditions prescribed by state law and by ordinance of the council. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. Such bond or insurance policy shall be filed with the director of finance and business operations. Upon execution of the bond or binding of insurance coverage, the investment and depository duties shall be assigned as follows:

- (1) The controller/city treasurer shall collect, receive and safely keep all money due and belonging to the city, and for any sum of money so received shall execute duplicate receipts, one of which shall be delivered to the person from whom such sum may be received, and the other kept by the finance division. The controller/city treasurer shall keep true and correct accounts with each fund established by the council, of all receipts into and disbursements from the treasury.

- (2) The controller/city treasurer shall, with the approval of the council as to the place and amount of deposit, by resolution entered on record, deposit all city funds, in any bank in the city to which the funds belong.
- (3) The controller/city treasurer shall draw from the county treasurer all funds belonging to the city.
- (4) The controller/city treasurer shall make reports to the council monthly, or more often if required, giving a full and detailed statement under oath of all the receipts and expenditures during the preceding month. Annually the controller/city treasurer shall make a report of the entire year's proceedings, including the state of the treasury.
- (5) The controller/city treasurer shall keep a full and complete record of all outstanding bonds, and their numbers, denominations, dates, rates of interest and maturity, and report the record to the mayor and council annually.
- (6) The controller/city treasurer shall keep a record of the indebtedness of the city, showing the liens, assessments and judgments outstanding against the city, and report the record to the council annually. At the request of the council or mayor, the controller/city treasurer shall communicate to the council any notice of pending assessments, judgments or claims of which the controller/city treasurer is advised.
- (7) The controller/city treasurer shall keep a computerized register with a description of all checks written.
- (8) The controller/city treasurer shall pay money from the treasury only on checks drawn on him by, and signed by, the controller/city treasurer, countersigned by the mayor and director of finance and business operations and sealed with the city seal.
- (9) At the expiration of the controller/city treasurer's term of office, he shall deliver all official papers, books, monies and property belonging to the city to his successors.
- (10) The information services manager shall be responsible for the electronic communications with the banking system on a daily basis and internal computer security of access to investment data.
- (11) When there is an accumulation in the treasury and there are no outstanding checks, the controller/city treasurer shall invest the funds in compliance with the city's investment policy.
- (12) The controller/city treasurer shall safely keep all invested funds.
- (13) When the controller/city treasurer determines that there are not or will not be sufficient funds on hand to pay legal obligations of a fund, the controller/city treasurer may request to the city council a short term loan payable to a bank or other business entity authorized by law to loan money in an amount legally available and believed to be sufficient to cover the anticipated deficiency.

(Code 2017, § 2-192; Ord. No. 2728, § 2, 2-14-2011)

INTRODUCED: _____ August 5, 2024 _____

PASSED 1ST CONSIDERATION: _____ August 5, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (d) OF SECTION 16-15, DISCHARGE OF WEAPONS, OF ARTICLE 1, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE REGULATION OF CARRYING AND TRANSPORTING CERTAIN WEAPONS.

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

Untitled Subsection (d) of Section 16-15, Discharge of Weapons, of Article 1, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled Subsection (d) of Section 16-15, Discharge of Weapons, is enacted in lieu thereof, as follows:

Sec. 16-15. Discharge of weapons.

[unchanged provisions omitted]

- (d) No person shall discharge ~~or carry on or about his person or in a vehicle~~ any air rifles, pellet guns or similar devices capable of discharging any leaden or other dangerous missile or substance within the city, except peace officers in the line of duty. ~~However, it shall be lawful to carry one or more unloaded air rifles, pellet guns or similar devices if the unloaded weapon is carried in a gun case or closed container which is too large to be effectively concealed on the person or within the clothing of an individual.~~

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3077

AN ORDINANCE AMENDING UNTITLED SUBSECTION (d) OF SECTION 16-15, DISCHARGE OF WEAPONS, OF ARTICLE 1, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE REGULATION OF CARRYING AND TRANSPORTING CERTAIN WEAPONS.

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

Untitled Subsection (d) of Section 16-15, Discharge of Weapons, of Article 1, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled Subsection (d) of Section 16-15, Discharge of Weapons, is enacted in lieu thereof, as follows:

Sec. 16-15. Discharge of weapons.

[unchanged provisions omitted]

- (d) No person shall discharge any air rifles, pellet guns or similar devices capable of discharging any leaden or other dangerous missile or substance within the city, except peace officers in the line of duty.

[unchanged provisions omitted]

INTRODUCED: _____ August 5, 2024 _____

PASSED 1ST CONSIDERATION: _____ August 5, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 5, 2024

SUBJECT: Storm Water Ordinance
 Chapter 24, Utilities
 Article VI, Post-Construction Stormwater Control
 Section(s) 24-336, 24-337, 24-339

On April 10th, 2024, Governor Kim Renyolds approved Senate File 455 regarding regulations of topsoil and stormwater at construction sites that recently went into effect with Iowa Code statewide on July 1st, 2024. Attached is a copy of the signed Senate File 455 for your review. As a result, the City's Code of Ordinances will need to be updated to match the Iowa Code's intent.

The City's current post-construction stormwater management practice requires developments to install detention basins that store the 100 year post-construction rainfall event, release at the 2 year rainfall event as if it were in its natural undeveloped state, and provide water quality by storing the first 1.25" of rain while releasing it over 24 to 48 hours. The new requirements will change the release rate to a 5 year rainfall event based on how the site exists at time of construction. The existing post-construction stormwater management code was last updated in 2010.

The Engineering Division of the Public Works Department is proposing that the associated changes in Chapter 24, Utilities, Article VI, Post-Construction Stormwater Control, in Sections 24-336, 24-337, and 24-339 of the Code of Ordinances be modified to match the Iowa Code. Please see attached for this proposed redlines and updates.

If you have any questions or concerns, please feel free to ask.

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

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING UNTITLED SUBSECTION (b)(1) OF SECTION 24-336, APPLICABILITY, TO CLARIFY USE OF THE TERM “LAND DISTURBING ACTIVITY”; AND **2)** AMENDING UNTITLED SUBSECTION (b) OF SECTION 24-337, DEFINITIONS, TO ADD A NEW DEFINITION OF “LAND DISTURBING ACTIVITY”; AND **3)** AMENDING SECTION 24-339, REQUIREMENTS FOR APPROVAL OF STORMWATER MANAGEMENT PLAN, TO CONFORM STORMWATER MANAGEMENT REQUIREMENTS TO STATE LAW, ALL OF ARTICLE VI, POST-CONSTRUCTION STORMWATER CONTROL, OF CHAPTER 24, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA..

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

Section 1. Untitled Subsection (b)(1) of Section 24-336, Applicability, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Untitled Subsection (b)(1) of Section 24-336, Applicability, is enacted in lieu thereof, as follows:

Sec. 24-336. Applicability.

[unchanged provisions omitted]

- (b) When a development plan is submitted to the city that qualifies as a development or redevelopment, the procedures and requirements of section 24-338 shall be followed. Final authorization of all development and redevelopment projects shall be determined after a review by the city. Plans that must comply with section 24-338 are:
 - (1) Land disturbing activity as defined in section 24-337 exceeding 43,560 square feet (one (1) acre) in area on land previously vacant of buildings or largely free of previous land disturbing activity other than traditional agricultural activities;

[unchanged provisions omitted]

Section 2. Untitled Subsection (b), of Section 24-337, Definitions, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by adding a new unnumbered Subparagraph entitled *Land Disturbing Activity*, as follows:

Sec. 24-337. Definitions.

[unchanged provisions omitted]

- (b) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building means any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal, or property, and occupying more than 100 square feet of area.

Best management practices (BMPs) are policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

City engineer includes any other representative of the city engineer's office that is designated by the city engineer to act in the place and with the authority of the city engineer. The city engineer is also referred to in this article as the "enforcement officer." The city engineer shall have responsibility for administration and enforcement of this article.

City stormwater requirements are set forth in section 24-339(c)(2) and are based upon the Iowa Stormwater Management Manual.

Dedication means the deliberate appropriation of property by its owner for general public use.

Developer means a person who undertakes land disturbing activities.

Drainage easement means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes.

Iowa Stormwater Management Manual means the manual collaboratively developed by the Iowa Department of Natural Resources (IDNR) and the Center for Transportation Research and Education (CTRE) at Iowa State University that contains the sizing criteria, design and specification guidelines and BMPs that address stormwater quality and quantity management. This manual can be found on the web at the following address: <http://www.ctre.iastate.edu/pubs/stormwater/index.cfm>.

Land Disturbing Activity means any construction activity that modifies existing grade, elevation, or surface of any part of any lot or parcel of land. Land disturbing activity includes reconstruction of parking lots to subgrade, but does not include resurfacing of established parking lots as long as the subbase is not exposed.

Maintenance and repair agreement means an agreement between the city and property owner that shall be filed at the county recorder's office by which the property owners of all lots or land benefiting from the stormwater management facility grant access for maintenance and repair by means of an easement.

Regional stormwater management facility means a facility collecting two or more square miles of a drainage area or a facility having a retention or detention basin with a storage depth of ten feet or more and which stores ten acre-feet or more of water. The facility is required to be on public right-of-way, accessible by street right-of-way, is required to have a perimeter of at least 25 feet, be located within the city limits, and the discharge from which flows through the city limits.

Stormwater management means the use of BMPs that are designed in accordance with city stormwater requirements to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

(Code 2017, § 27-404; Ord. No. 2718, § 1, 9-27-2010)

Section 3. Section 24-339, Requirements for Approval of Stormwater Management Plan, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 24-339, Requirements for Approval of Stormwater Management Plan, is enacted in lieu thereof, as follows:

Sec. 24-339. Requirements for approval of stormwater management plan.

- (a) Stormwater management plan. No application for a development shall be accepted unless it includes a plan detailing the stormwater management facility, and the control and management of the runoff and water quality impacts resulting from the development.
- (b) The stormwater management plan shall:
 - (1) Be prepared by either a licensed professional engineer or registered architect if a site is more than five acres of disturbed area. A site with five acres or less of disturbed area shall be prepared by either a licensed professional engineer, a registered architect (including a registered landscape architect), or a professional in erosion and sediment control, as the applicant's engineer. The applicant's engineer shall

be credentialed in a manner acceptable to the city, and shall be referred to in this article as the "applicant's engineer."

- (2) Indicate whether stormwater will be managed on site or off site, and applicable provisions of the general location and type of BMPs, with clear citations to the Iowa Stormwater Management Manual.
- (c) The stormwater management plan shall include the following information:
- (1) A map indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural stormwater management facility and sediment and erosion BMPs. The map shall also clearly show proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; unobstructed 100-year storm overflow routes; locations of utilities, roads and easements; and the limits of clearing and grading.
 - (2) Sufficient engineering analysis to show compliance with the city stormwater requirements, including the following:
 - a. Rainfall events, up to and including 1.25 inches of rain, shall be released at a continuous rate over 24 hours or provide an adequate maintenance and repair agreement to manage this level of rainfall event off site.
 - b. All rainfall events greater than 1.25 inches of rain and up to the 100-year rainfall event shall be released at the rate of the ~~five~~two-year frequency rainfall event on the site as it existed at the time construction commenced~~in its natural, undeveloped state~~.
 - c. If there are reasons why subsection (c)(2)a or b of this section cannot be achieved, an applicant may apply for a waiver as provided in section 24-342.
 - (3) A written or graphic inventory of the natural resources present at the site and extending a minimum of 500 feet beyond the limits of the site of the proposed development. A description of the watershed for the project shall include soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site.
 - (4) The city may also require that the applicant file a conceptual plan to analyze the maximum development potential of a site under existing zoning regulations, regardless of whether the applicant presently intends to develop the site to its maximum potential.
 - (5) For developments occurring on a previously developed site, an applicant shall be required to include existing stormwater runoff discharges.
 - (6) Contact information, including the name and address of the owner of the property, and a list of the owner and addresses of adjacent properties.
 - (7) Topographic base map, consisting of a scalable topographic base map of the site which extends a minimum of 500 feet beyond the limits of the proposed development and which indicates existing surface water drainage including streams, ponds, culverts, ditches, and wetlands; current land uses, including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features.
 - (8) Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the ~~five~~two-, ten-, and 100-year rainfall events. Such calculations shall include:
 - a. Description of the design storm frequency, intensity and duration;
 - b. Time of concentration;
 - c. Soil curve numbers or runoff coefficients;
 - d. Peak runoff rates and total runoff volumes for each watershed area;
 - e. Infiltration rates, where applicable;

- f. Culvert capacities;
 - g. Flow velocities;
 - h. Data on the increase in rate and volume of runoff; and
 - i. Documentation of sources for all computation methods and field test results.
- (9) If a stormwater management facility depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on site boring logs or soil pit profiles. The number and location of required soil borings or soil pit profiles shall be determined based on what is necessary to determine the suitability and distribution of soil types present at the location of the facility.
- (10) Landscaping and vegetative stabilization shall comply with the city's stormwater requirements and shall prevent impairment of BMPs.
- (11) A maintenance and repair agreement for all stormwater management facilities (see section 24-341). In the event the applicant and the city agree that the regional stormwater management facility installed by the applicant is to be dedicated to the city, the city shall prepare a dedication agreement on such terms and conditions as the city determines are appropriate, which may include requirements that the applicant pay all installation costs and fees.
- (12) Proof of the recorded maintenance and repair agreement shall be given to the city. The agreement shall require the following:
- a. The agreement shall require all benefiting properties to participate in the maintenance and repair of the stormwater management facility;
 - b. Said applicant has accepted such responsibility in a written document and has recorded the document in the county recorder's office under state law; and
 - c. Said applicant understands that this easement shall grant the city the right to correct any maintenance or repair issues not corrected by the applicant with said facility and assess the cost of maintenance and repairs to all benefiting properties as liens to be collected in the same manner as property taxes.
- (13) Performance bond. The cost of the stormwater management facility shall be included in the amount of the cash escrow or payment and performance bond required under chapter 20.
- (14) Maintenance bond. The cost of the stormwater management facility shall be included in the amount of the subdivision maintenance bond required to be posted by the developer under chapter 20.
- (d) The stormwater management plan shall be referred for comments to all other interested agencies including, but not limited to, Iowa Department of Natural Resources (IDNR), Iowa Department of Transportation (IDOT), and the Natural Resources Conservation Services (NRCS), and consideration shall be given to all comments received from such agencies in determining whether the stormwater management plan meets the requirements of this article.
- (e) No building, land use, or SWPPP permits shall be issued until a stormwater management plan or waiver has been approved by the city.
- (f) Multiple submissions of the stormwater management plans shall include a summary of the differences in the new stormwater management plan from the stormwater management plan previously submitted.

(Code 2017, § 27-406; Ord. No. 2718, § 1, 9-27-2010)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3078

AN ORDINANCE **1)** AMENDING UNTITLED SUBSECTION (b)(1) OF SECTION 24-336, APPLICABILITY, TO CLARIFY USE OF THE TERM “LAND DISTURBING ACTIVITY”; AND **2)** AMENDING UNTITLED SUBSECTION (b) OF SECTION 24-337, DEFINITIONS, TO ADD A NEW DEFINITION OF “LAND DISTURBING ACTIVITY”; AND **3)** AMENDING SECTION 24-339, REQUIREMENTS FOR APPROVAL OF STORMWATER MANAGEMENT PLAN, TO CONFORM STORMWATER MANAGEMENT REQUIREMENTS TO STATE LAW, ALL OF ARTICLE VI, POST-CONSTRUCTION STORMWATER CONTROL, OF CHAPTER 24, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA..

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

Section 1. Untitled Subsection (b)(1) of Section 24-336, Applicability, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Untitled Subsection (b)(1) of Section 24-336, Applicability, is enacted in lieu thereof, as follows:

Sec. 24-336. Applicability.

[unchanged provisions omitted]

- (b) When a development plan is submitted to the city that qualifies as a development or redevelopment, the procedures and requirements of section 24-338 shall be followed. Final authorization of all development and redevelopment projects shall be determined after a review by the city. Plans that must comply with section 24-338 are:
 - (1) Land disturbing activity as defined in section 24-337 exceeding 43,560 square feet (one (1) acre) in area on land previously vacant of buildings or largely free of previous land disturbing activity other than traditional agricultural activities;

[unchanged provisions omitted]

Section 2. Untitled Subsection (b), of Section 24-337, Definitions, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by adding a new unnumbered Subparagraph entitled *Land Disturbing Activity*, as follows:

Sec. 24-337. Definitions.

[unchanged provisions omitted]

- (b) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building means any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal, or property, and occupying more than 100 square feet of area.

Best management practices (BMPs) are policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

City engineer includes any other representative of the city engineer's office that is designated by the city engineer to act in the place and with the authority of the city engineer. The city engineer is also referred to in this article as the "enforcement officer." The city engineer shall have responsibility for administration and enforcement of this article.

City stormwater requirements are set forth in section 24-339(c)(2) and are based upon the Iowa Stormwater Management Manual.

Dedication means the deliberate appropriation of property by its owner for general public use.

Developer means a person who undertakes land disturbing activities.

Drainage easement means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes.

Iowa Stormwater Management Manual means the manual collaboratively developed by the Iowa Department of Natural Resources (IDNR) and the Center for Transportation Research and Education (CTRE) at Iowa State University that contains the sizing criteria, design and specification guidelines and BMPs that address stormwater quality and quantity management. This manual can be found on the web at the following address: <http://www.ctre.iastate.edu/pubs/stormwater/index.cfm>.

Land Disturbing Activity means any construction activity that modifies existing grade, elevation, or surface of any part of any lot or parcel of land. Land disturbing activity includes reconstruction of parking lots to subgrade, but does not include resurfacing of established parking lots as long as the subbase is not exposed.

Maintenance and repair agreement means an agreement between the city and property owner that shall be filed at the county recorder's office by which the property owners of all lots or land benefiting from the stormwater management facility grant access for maintenance and repair by means of an easement.

Regional stormwater management facility means a facility collecting two or more square miles of a drainage area or a facility having a retention or detention basin with a storage depth of ten feet or more and which stores ten acre-feet or more of water. The facility is required to be on public right-of-way, accessible by street right-of-way, is required to have a perimeter of at least 25 feet, be located within the city limits, and the discharge from which flows through the city limits.

Stormwater management means the use of BMPs that are designed in accordance with city stormwater requirements to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

(Code 2017, § 27-404; Ord. No. 2718, § 1, 9-27-2010)

Section 3. Section 24-339, Requirements for Approval of Stormwater Management Plan, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 24-339, Requirements for Approval of Stormwater Management Plan, is enacted in lieu thereof, as follows:

Sec. 24-339. Requirements for approval of stormwater management plan.

- (a) Stormwater management plan. No application for a development shall be accepted unless it includes a plan detailing the stormwater management facility, and the control and management of the runoff and water quality impacts resulting from the development.
- (b) The stormwater management plan shall:
 - (1) Be prepared by either a licensed professional engineer or registered architect if a site is more than five acres of disturbed area. A site with five acres or less of disturbed area shall be prepared by either a licensed professional engineer, a registered architect (including a registered landscape architect), or a professional in erosion and sediment control, as the applicant's engineer. The applicant's engineer shall

be credentialed in a manner acceptable to the city, and shall be referred to in this article as the "applicant's engineer."

- (2) Indicate whether stormwater will be managed on site or off site, and applicable provisions of the general location and type of BMPs, with clear citations to the Iowa Stormwater Management Manual.
- (c) The stormwater management plan shall include the following information:
- (1) A map indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural stormwater management facility and sediment and erosion BMPs. The map shall also clearly show proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; unobstructed 100-year storm overflow routes; locations of utilities, roads and easements; and the limits of clearing and grading.
 - (2) Sufficient engineering analysis to show compliance with the city stormwater requirements, including the following:
 - a. Rainfall events, up to and including 1.25 inches of rain, shall be released at a continuous rate over 24 hours or provide an adequate maintenance and repair agreement to manage this level of rainfall event off site.
 - b. All rainfall events greater than 1.25 inches of rain and up to the 100-year rainfall event shall be released at the rate of the five-year frequency rainfall event on the site as it existed at the time construction commenced.
 - c. If there are reasons why subsection (c)(2)a or b of this section cannot be achieved, an applicant may apply for a waiver as provided in section 24-342.
 - (3) A written or graphic inventory of the natural resources present at the site and extending a minimum of 500 feet beyond the limits of the site of the proposed development. A description of the watershed for the project shall include soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site.
 - (4) The city may also require that the applicant file a conceptual plan to analyze the maximum development potential of a site under existing zoning regulations, regardless of whether the applicant presently intends to develop the site to its maximum potential.
 - (5) For developments occurring on a previously developed site, an applicant shall be required to include existing stormwater runoff discharges.
 - (6) Contact information, including the name and address of the owner of the property, and a list of the owner and addresses of adjacent properties.
 - (7) Topographic base map, consisting of a scalable topographic base map of the site which extends a minimum of 500 feet beyond the limits of the proposed development and which indicates existing surface water drainage including streams, ponds, culverts, ditches, and wetlands; current land uses, including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features.
 - (8) Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the five-, ten-, and 100-year rainfall events. Such calculations shall include:
 - a. Description of the design storm frequency, intensity and duration;
 - b. Time of concentration;
 - c. Soil curve numbers or runoff coefficients;
 - d. Peak runoff rates and total runoff volumes for each watershed area;
 - e. Infiltration rates, where applicable;

- f. Culvert capacities;
 - g. Flow velocities;
 - h. Data on the increase in rate and volume of runoff; and
 - i. Documentation of sources for all computation methods and field test results.
- (9) If a stormwater management facility depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on site boring logs or soil pit profiles. The number and location of required soil borings or soil pit profiles shall be determined based on what is necessary to determine the suitability and distribution of soil types present at the location of the facility.
- (10) Landscaping and vegetative stabilization shall comply with the city's stormwater requirements and shall prevent impairment of BMPs.
- (11) A maintenance and repair agreement for all stormwater management facilities (see section 24-341). In the event the applicant and the city agree that the regional stormwater management facility installed by the applicant is to be dedicated to the city, the city shall prepare a dedication agreement on such terms and conditions as the city determines are appropriate, which may include requirements that the applicant pay all installation costs and fees.
- (12) Proof of the recorded maintenance and repair agreement shall be given to the city. The agreement shall require the following:
- a. The agreement shall require all benefiting properties to participate in the maintenance and repair of the stormwater management facility;
 - b. Said applicant has accepted such responsibility in a written document and has recorded the document in the county recorder's office under state law; and
 - c. Said applicant understands that this easement shall grant the city the right to correct any maintenance or repair issues not corrected by the applicant with said facility and assess the cost of maintenance and repairs to all benefiting properties as liens to be collected in the same manner as property taxes.
- (13) Performance bond. The cost of the stormwater management facility shall be included in the amount of the cash escrow or payment and performance bond required under chapter 20.
- (14) Maintenance bond. The cost of the stormwater management facility shall be included in the amount of the subdivision maintenance bond required to be posted by the developer under chapter 20.
- (d) The stormwater management plan shall be referred for comments to all other interested agencies including, but not limited to, Iowa Department of Natural Resources (IDNR), Iowa Department of Transportation (IDOT), and the Natural Resources Conservation Services (NRCS), and consideration shall be given to all comments received from such agencies in determining whether the stormwater management plan meets the requirements of this article.
- (e) No building, land use, or SWPPP permits shall be issued until a stormwater management plan or waiver has been approved by the city.
- (f) Multiple submissions of the stormwater management plans shall include a summary of the differences in the new stormwater management plan from the stormwater management plan previously submitted.

(Code 2017, § 27-406; Ord. No. 2718, § 1, 9-27-2010)

INTRODUCED: _____ August 5, 2024 _____

PASSED 1ST CONSIDERATION: _____ August 5, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk



KIM REYNOLDS
GOVERNOR

OFFICE OF THE GOVERNOR

ADAM GREGG
LT GOVERNOR

April 10, 2024

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 455, an Act relating to the regulation of topsoil and storm water at construction sites.

The above Senate File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink that reads "Kim Reynolds".

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



Senate File 455

AN ACT
RELATING TO THE REGULATION OF TOPSOIL AND STORM WATER AT
CONSTRUCTION SITES.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 331.301, Code 2024, is amended by adding the following new subsection:

NEW SUBSECTION. 23. *a.* For purposes of this subsection:

(1) "*Construction site*" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

(2) "*Topsoil*" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

b. A county shall not adopt or enforce an ordinance, motion, resolution, or amendment relating to the preservation,

compaction, placement, or depth of topsoil at a construction site that is more restrictive than those requirements provided in the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources. A county may develop standards to evaluate topsoil quantities before and after construction and ensure compliance with general permit no. 2. A county may request that the department of natural resources review the soil of a construction site to verify that the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources is proper for the construction site.

c. (1) A county may adopt or enforce an ordinance, motion, resolution, or amendment that regulates storm water runoff at a construction site only to the extent that such regulation for rainfall events having a return frequency ranging from five through one hundred years does not require a post-construction storm water flow rate that is more restrictive than the existing flow rate of a rainfall event having a return frequency of five years, with all such runoff rates based on the actual existing condition of the site at the time the construction commences.

(2) A county may adopt or enforce an ordinance, motion, resolution, or amendment that regulates storm water runoff from upstream properties adjacent to a construction site to the extent that storm water runoff shall be allowed to pass through downstream storm water basins at the same flow rates as off-site storm water runoff entering the construction site.

(3) A county may impose a storm water runoff requirement that is more restrictive than what is allowed or required by this paragraph at the construction site if the county meets all of the following conditions:

(a) The county pays for all study, design, and engineering costs for implementing the more restrictive storm water runoff requirement that includes an analysis by a licensed professional engineer of the difference in costs between the requirements of this paragraph and the more restrictive county storm water runoff requirement.

(b) The county pays for the difference of costs between the requirements of this paragraph and the more restrictive requirement imposed by the county for installation of equipment or practices required for a property owner to comply with the storm water runoff requirement.

(c) If the storm water runoff requirement results in the county using a person's private property, whether by easement or otherwise taking an interest in the property, the county pays the property owner the fair market value of the property taken for any additional land required beyond the requirements of this paragraph.

(d) A county shall not impose a special assessment or otherwise recover the costs from the property owner for the portion of the costs attributable to the county.

(e) The costs attributable to the county shall only apply to the storm water management practices addressed in this paragraph.

Sec. 2. Section 364.3, Code 2024, is amended by adding the following new subsection:

NEW SUBSECTION. 18. a. For purposes of this subsection:

(1) "Construction site" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

(2) "Topsoil" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

b. A city shall not adopt or enforce an ordinance, motion, resolution, or amendment relating to the preservation, compaction, placement, or depth of topsoil at a construction site that is more restrictive than those requirements provided in the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources. A city may develop standards to evaluate topsoil quantities before and after construction and ensure compliance with general permit no. 2. A city may request that the department of natural resources review the soil of a construction site to verify that the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources is proper for the construction site.

c. (1) A city may adopt or enforce an ordinance, motion,

resolution, or amendment that regulates storm water runoff at a construction site only to the extent that such regulation for rainfall events having a return frequency ranging from five through one hundred years does not require a post-construction storm water flow rate that is more restrictive than the existing flow rate of a rainfall event having a return frequency of five years, with all such runoff rates based on the actual existing condition of the site at the time the construction commences.

(2) A city may adopt or enforce an ordinance, motion, resolution, or amendment that regulates storm water runoff from upstream properties adjacent to a construction site only to the extent that storm water runoff shall be allowed to pass through downstream storm water basins at the same flow rate as off-site storm water runoff entering the construction site.

(3) A city may impose a storm water runoff requirement that is more restrictive than what is allowed or required by this paragraph at the construction site if the city meets all of the following conditions:


(a) The city pays for all study, design, and engineering costs for implementing the storm water runoff requirement that includes an analysis by a licensed professional engineer of the difference in costs between the requirements of this paragraph and the more restrictive city storm water runoff requirement.

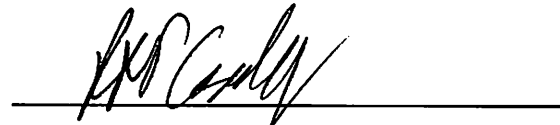
(b) The city pays for the difference of costs between the requirements of this paragraph and the more restrictive requirement imposed by the city for installation of equipment or practices required for a property owner to comply with the storm water runoff requirement.

(c) If the storm water runoff requirement results in the city using a person's private property, whether by easement or otherwise taking an interest in the property, the city pays the property owner the fair market value of the property taken for any additional land required beyond the requirements of this paragraph.

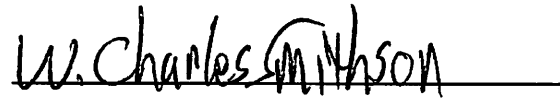
(d) A city shall not impose a special assessment or otherwise recover the costs from the property owner for the portion of the costs attributable to the city.

(e) The costs attributable to the city shall only apply to the storm water management practices addressed in this paragraph.

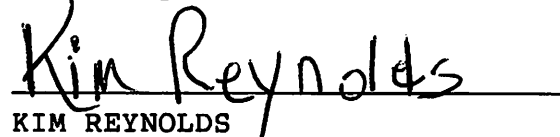

AMY SINCLAIR
President of the Senate


PAT GRASSLEY
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 455, Ninetieth General Assembly.


W. CHARLES SMITHSON
Secretary of the Senate

Approved April 10th, 2024


KIM REYNOLDS
Governor

MEETING OF THE COMMITTEE OF THE WHOLE

City Hall, 220 Clay Street

August 5, 2024

The meeting of the Committee of the Whole met at City Hall at 5:35 p.m. on August 5, 2024, with the following Committee persons in attendance: Mayor Daniel Laudick, Councilmembers Gil Schultz, Chris Latta, Daryl Kruse, Aaron Hawbaker, Dustin Ganfield, Hannah Crisman, and Kelly Dunn. Absent: none. Staff members from various City Departments and members of the community attended in person.

Committee of the Whole:

Mayor Laudick called the meeting to order and introduced the first item on the Committee of the Whole Agenda, Discussion on the Future Planning of the Current Cedar Falls High School Site and the MercyOne Cedar Falls Medical Center (formerly Sartori) site. Mayor introduced Community Development Director Stephanie Houk Sheetz. Sheetz provided an overview of the current High School site: it is 16 acres and owned by the school district; it is zoned R-1 and Sheetz provided examples of permitted uses in that zoning district; its future intended land use is as an educational facility; and Sheetz provided current neighborhood characteristics. Potential options for future use of the site include: reuse of the structure following R-1 zoning regulations; site redevelopment with some or all of the current structure demolished with new construction; a future application for rezoning and Comprehensive Plan amendment through a public process (no applications are currently on file). Sheetz provided an overview of the current MercyOne site: it is 18.5 acres and the City owns the building and the land; it was a municipal hospital until 1997, when it was leased to Covenant (now MercyOne), most recently a 5 year renewal of the lease was signed in 2022; it is zoned R-3 and Sheetz provided examples of permitted uses in that zoning district; its future intended land use is Civic; and Sheetz gave current neighborhood characteristics. Potential options for future use of the site include: reuse of the structure following R-3 zoning regulations; site redevelopment with some or all of the current structure demolished with new construction; a future application for rezoning and Comprehensive Plan amendment through a public process (no applications are currently on file). Sheetz noted visioning & zoning work for these areas is in the CIP currently slated for FY26-27. Councilmembers, staff, and Mayor Laudick discussed: timeline of project and placement in CIP; concern that no representative from MercyOne was in attendance and a request for their input; what the process for a future land use other than what is identified would be – it would require a request, but would include a public process; City ownership of the land and building along with control over any leases for the MercyOne site; clarification of ownership of parcels located to the northwest part of the MercyOne property; and if there are any flooding/runoff concerns at the MercyOne site – there are none currently.

Mayor Laudick introduced the second item on the Committee of the Whole Agenda, Resilience Plan – Overview of the Plan Elements. Mayor Laudick introduced Planner III Thomas Weintraut. Weintraut stated the purpose of the plan is to provide an action guide utilizing existing community plans and actions while seeking community involvement to identify additional actions needed to improve prosperity and stability. Weintraut overviewed the process of the Plan's creation including online and self-guided workshops, public worksheets, and a town hall meeting and provided a chart identifying the importance the community placed on topics in three areas: Local Economics and Community, Weather and Nature, and Energy and Mobility. Weintraut provided an overview of current City actions and progress, responsibilities of the City and CFU, while involving community members, businesses, and community organizations to execute the plan; and utilizing the three identified categories to identify resilient

actions needed. Weintraut provided plan drivers, top resilience issues identified, what Cedar Falls currently provides, and what is still needed for each area. Weintraut overviewed the action plan, which includes 68 listed actionable items, and reiterated that the plan only works if the City, CFU, the community and its organizations, and businesses all work to implement it. Councilmembers, Mayor Laudick, and staff discussed: use of the plan if it's only received/filed but not adopted/approved; how to define resilience; how best to utilize the information in the Plan, possibly move items onto the Council Goals list and note things that have occurred or are in process; potential for a new group of people to review the plan; Councilmembers individually reviewing the plan to put forth specific items to Council; if the plan is adopted, staff can work without direction, if not they would need specific direction from Council; how staff will know an action is being addressed if not indicated directly; how to monitor if the plan is being utilized; if Councilmembers and staff know when a request or referral is put forward if it is a recommendation in the Plan; grant application questions regarding if the City has an adopted Resilience Plan; how to avoid duplicating work being done by a community group and identifying items being done or in process; and the possibility of putting the plan forward subservient to the Strategic Plan and review at Goal Setting.

Meeting adjourned at 6:34 p.m.

Minutes by Katie Terhune, Administrative Supervisor

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

August 7, 2024

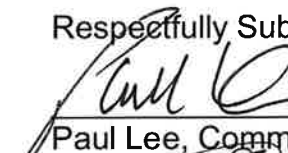
Honorable Mayor Laudick and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Mayor Laudick and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved and authorized administration of a testing instrument for the position of Accountant. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

| Rank | Name | Combined Averaged Score | Veteran's Preference Points | Total Points With Preference |
|------|--------------------|-------------------------|-----------------------------|------------------------------|
| 1 | Stacy Braun-Wagner | 422 | | 422 |
| 2 | Elijah Anderson | 354 | | 354 |

Respectfully Submitted,



Paul Lee, Commission Chairperson



Crystal Ford, Commissioner



Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk

Cc: Jennifer Rodenbeck, Director of Finance & Business Operations
Lisa Roeding, Controller/City Treasurer
Civil Service Records

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA

August 7, 2024

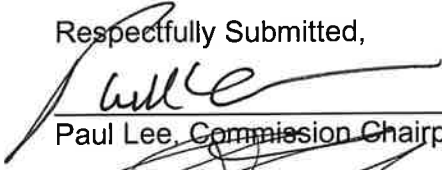
Honorable Mayor Laudick and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Mayor Laudick and City Council Members:

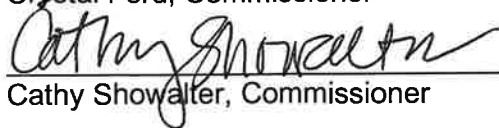
The Civil Service Commission of the City of Cedar Falls, Iowa approved and authorized administration of a testing instrument for the position of Administrative Assistant. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

| Rank | Name | Combined Averaged Score | Veteran's Preference Points | Total Points With Preference |
|------|-------------------------|-------------------------|-----------------------------|------------------------------|
| 1 | Makenzie "Kenzie" Meyer | 369 | | 369 |
| 2 | Staci Schmit | 364 | | 364 |
| 3 | Abigail Kastli | 362 | | 362 |
| 4 | Nancy McCreedy | 340 | | 340 |
| 4 | Maranda Rogers | 340 | | 340 |
| 6 | Kevin Lam | 324 | | 324 |
| 7 | Elvia Fajardo | 318 | | 318 |
| 8 | Ryan Drilling | 313 | | 313 |
| 9 | Shelly Burch | 312 | | 312 |
| 10 | Lyndzy Murtha | 309 | | 309 |
| 11 | Nicole Dulin | 300 | | 300 |
| 12 | Sheila Eagle | 279 | | 279 |
| 13 | Jessica Low | 277 | | 277 |
| 13 | Jamie Mudderman | 277 | | 277 |
| 15 | Ryan Scholl | 276 | | 276 |

Respectfully Submitted,


Paul Lee, Commission Chairperson


Crystal Ford, Commissioner


Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk
Cc: Jennifer Rodenbeck, Director of Finance & Business Operations
Marcie Breitbach, Administrative Supervisor
Katie Terhune, Administrative Supervisor
Civil Service Records



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

MEMORANDUM
Human Resources Division

TO: Mayor Laudick and City Council
FROM: Chelsie Luhring, Human Rights Commission Staff Liaison
DATE: August 13, 2024
SUBJECT: Human Rights Commission Bylaws

The Human Rights Commission unanimously approved their revised Bylaws at their meeting on August 12, 2024. The Bylaws reflect the recent update to Iowa Code Section 21.8 relating to electronic meeting attendance for government boards and commissions.



Cedar Falls Human Rights Commission

220 Clay Street, Cedar Falls, Iowa 50613
 Telephone: (319) 273-8600 Fax: (319) 268-5126

Approved 08/12/24

BYLAWS

ARTICLE I

MEMBERS

SECTION I. The Cedar Falls Human Rights Commission shall be composed of eleven (11) members, broadly representative of the community, appointed by the Mayor with the advice and consent of the City Council of Cedar Falls, Iowa.

SECTION II. Each member shall be appointed for a designated term of three (3) years. Appointments or re-appointments shall be made in such a way that only three (3) members are appointed or reappointed at one time.

SECTION III. Vacancies occurring upon resignation of a commissioner shall be filled by the above appointment process for that un-expired term.

ARTICLE II

OFFICERS

SECTION I. The officers of this Commission shall be a Chairperson and a Vice-Chairperson, each of whom shall be elected for a term of one (1) year unless otherwise provided.

SECTION II. The term for Chairperson and Vice-Chairperson shall begin on January 1 and end on December 31 of the calendar year.

SECTION III. Any vacancies occurring for Chairperson and/or Vice-Chairperson shall be filled by special election by the Commission.

ARTICLE III

DUTIES OF OFFICERS

SECTION I. The Chairperson shall preside at all meetings and shall have a vote on all matters before the Commission. They shall act as spokesperson for the Commission on subjects on which the Commission has taken a position/stand. The Chairperson shall appoint chairpersons and members to serve on committees. (See Article VII regarding Committees.)

SECTION II. The Vice-Chairperson shall assume the duties of Chairperson in the event of the Chairperson's absence or incapacity.

ARTICLE IV

STAFF

SECTION I. The City provides a staff liaison for support to the Commission; the Commission shall appoint and prescribe the duties for such staff liaison subject to the approval of the City Council. While attending to Commission duties, such staff liaison shall be under the supervision, policies and rules set by the Human Rights Commission.

SECTION II. The staff liaison shall be assigned all administrative support duties and responsibilities of the Commission. These duties and responsibilities shall be delegated to the staff liaison at the regular January meeting each year.

ARTICLE V

SCHEDULE AND QUORUM FOR MEETINGS

SECTION I. Regular meetings of the Commission shall be held on the 2nd Monday of each month.

SECTION II. Special meetings may be called by the Chairperson, Vice Chairperson or upon the request of three (3) members.

SECTION III. The presence of a simple majority of appointed Commission members, one of whom must be the Chairperson or Acting Chairperson, shall constitute a quorum.

SECTION IV. The 12th Edition of Robert's Rules of Order shall be the authority for parliamentary procedure governing the meetings of the Commission in all cases unless they conflict with the Cedar Falls Human Rights Ordinance and/or these Bylaws.

ARTICLE VI

ATTENDANCE AT MEETINGS AND VOTING

SECTION I. Regular attendance of all members is a requirement of an effective commission. Absence constitutes a breach in the performance of effective membership. Members are expected to communicate in advance of absences. If a member permanently moves from the City of Cedar Falls, or, without due explanation as determined by the Commission Chairperson, is absent from three consecutive regular meetings or five meetings within one year, except in the case of sickness or temporary absence from Cedar Falls, the member's office shall be rendered vacant. For the purposes of this section, the term "one year" is on a rolling basis and not a calendar year basis. Members can attend virtually via teleconference communication using audio and/or visual conference tools. Meetings may be held in a "Hybrid" manner, meaning both in-person attendance and remote participation are utilized, or fully remotely, meaning all attendance is utilizing teleconference tools. If a member or members request to attend utilizing a teleconference tool, they must be allowed to do so. The decision on which tool to use depends upon the individual circumstances of the Commission, and the technology available. Members can attend as many meetings remotely as requested. Members who attend meetings utilizing teleconference tools count toward establishing a quorum. If teleconference tools are used for Commissioner attendance in a Hybrid meeting, members of the public may have access to these resources too, at the discretion of the Commission Chairperson. In a fully remote meeting, members of the public must have access to the tools utilized. Meetings where at least one member of the Commission attends in person, public access may be limited to in-person access.

SECTION II. All votes before the commission are taken by show of raised hands. Appointed members are expected to vote. Abstention is allowed only where there is a conflict of interest, which should be stated before the discussion. The votes of members shall be stated in the minutes of the meeting.

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SECTION I. Permanent or ad hoc committees may be established through the vote of the Commissioners. The Chairperson shall appoint chairpersons and members to serve on those committees. All ad hoc committees shall be for a specific purpose and duration.

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SECTION III. Except for December, all permanent committees shall meet at least monthly unless there are unavoidable circumstances. Permanent committee meetings need not be in person. A majority of the members of the permanent committee constitutes a quorum.

ARTICLE VIII**CONFLICT OF INTEREST**

SECTION I. Whenever a Commissioner is unable to be objective with respect to any matter before the commission due to a conflict of interest, that Commissioner shall abstain from any involvement in the deliberation or vote on the matter.

ARTICLE IX**CONFIDENTIALITY**

SECTION I. No Commissioner shall make a public statement on behalf of the Commission without the knowledge and approval of the members of the Commission.

SECTION II. All Commissioners shall sign a confidentiality statement upon appointment to the Commission.

ARTICLE X**AMENDMENT TO THE BYLAWS**

SECTION I. These Bylaws may be amended at any regular or special meeting of the Commission. Notice of the proposed amendments shall be enclosed with the notice of the meeting. If they are to be amended at a specially called meeting, notice of such intent to amend must have been given at the previous regular meeting. All proposed amendments shall be submitted in writing and shall require an affirmative vote of at least two-thirds (2/3) of those present to adopt the amendment.

ARTICLE XI**ORDINANCE**

SECTION I. These Bylaws or their amendments shall conform to the Cedar Falls Commission on Human Rights provisions of the Code of Ordinances of the City of Cedar Falls.



Cedar Falls Human Rights Commission

220 Clay Street, Cedar Falls, Iowa 50613
Telephone: (319) 273-8600 Fax: (319) 268-5126

Approved 03/11/24

BYLAWS

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ARTICLE X

AMENDMENT TO THE BYLAWS

SECTION I. These Bylaws may be amended at any regular or special meeting of the Commission. Notice of the proposed amendments shall be enclosed with the notice of the meeting. If they are to be amended at a specially called meeting, notice of such intent to amend must have been given at the previous regular meeting. All proposed amendments shall be submitted in writing and shall require an affirmative vote of at least two-thirds (2/3) of those present to adopt the amendment.

ARTICLE XI

ORDINANCE

SECTION I. These Bylaws or their amendments shall conform to the Cedar Falls Commission on Human Rights provisions of the Code of Ordinances of the City of Cedar Falls.


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Mayor Daniel Laudick and City Council
FROM: Thomas Weintraut, AICP, Planner III
DATE: August 19, 2024
SUBJECT: Temporary Portable Sign Request
 2408 Waterloo Road – Heinz Dance Academy

Planning and Community Services has received a request from Jackie Heinz, Heinz Dance Academy, to place a temporary portable sign on the property located at 2408 Waterloo Road. Portable signs are signs that are not permanently attached to the ground or other permanent structure. Since they are not secured and are often constructed of materials that easily deteriorate over time, they may only be authorized for temporary use by the City Council.



September 13, 2023

The dance academy moved to this location in late July or early August of 2023. In September 2023, staff noticed a portable sign located on the sidewalk in front of the building and called Ms. Heinz to inform her the sign would need a permit and noting that it could not be placed in the public right-of-way. Staff have been following up with Ms. Heinz by email, letter and phone calls since that time in attempts to bring the sign issues into compliance. Staff have advised that permission is needed from the City Council to display a temporary portable sign and also provided suggestions on options for installing a permanent sign for her business.

On August 7, 2024, Heinz came to City Hall to file an application for the portable sign. Ms. Heinz did not provide specific dimensions of the sign, but it is shown in the photo on the next page. The sign has been moved out of the public right-of-way.



Staff Recommendation:

Staff have concerns regarding the amount of time this portable sign has already been displayed without a permit and the reluctance of the owner to comply with the ordinance and to submit an application for a permit.

Therefore, staff recommends approval for this portable sign to a date specific, September 30, 2024, beyond which time regardless of whether the business owner has installed a permanent sign, it must be removed.

xc: Stephanie Sheetz, AICP, Community Development Director
Karen Howard, AICP, Planning and Community Services Manager


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Laudick and City Councilmembers
From: Craig Berte, Public Safety Services Director
 Mark Howard, Police Chief
Date: August 13, 2024
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Amigo, 5809 University Avenue, Class C retail alcohol & outdoor service - renewal.
- b) Buffalo Wild Wings, 6406 University Avenue, Class C retail alcohol & outdoor service - renewal.
- c) Whiskey Road Tavern & Grill, 402 Main Street, Class C retail alcohol & outdoor service - renewal.
- d) B & B West, 3105 Hudson Road, Class E retail alcohol - renewal.
- e) Fleet Farm, 400 West Ridgeway Avenue, Class B retail alcohol - change in ownership.
- f) Berk's Main Street Pub, 207 Main Street, Class C retail alcohol - temporary outdoor service. (September 21-22, 2024)
- g) Blue Room, 201 Main Street, Class C retail alcohol - temporary outdoor service. (September 21, 2024)
- h) The Black Hawk Hotel/Bar Winslow, 115-117 Main Street, Class C retail alcohol - temporary outdoor service. (September 21, 2024)
- i) The Brass Tap, 419 & 421 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service. (September 21, 2024)
- j) The Landmark, 107 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service. (September 21, 2024)
- k) Community Main Street (District Street Party), Main Street from 1st - 5th Streets and to alleys on East and West of Main on 2nd, 3rd and 4th Streets - Special Class C retail alcohol & outdoor service - 5-day permit. (September 19 - 23, 2024)



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: August 13, 2024
SUBJECT: Subordination Agreement with Banklowa

In connection with the Cedar Heights area reconstruction project, the City acquired a permanent easement over part of the property located at 1621 E. Ridgewood Drive owned by David A. & Mary C. Jackson. Banklowa holds a mortgage over the property, and the lien created by the mortgage is superior to the grant of the permanent easement to the City. In order to protect the City’s permanent easement in the event of foreclosure on the mortgage, Banklowa has agreed to subordinate its mortgage lien to the City’s permanent easement interest so that such easement would survive foreclosure. Staff is therefore requesting that Council approve and accept the attached Subordination Agreement.

It is important to note that the City has received no information whatsoever that the Jacksons are in default on their loan or that there is any indication that foreclosure is likely. This is merely a precaution to protect the City’s interests in all scenarios, however unlikely.

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

Thank you.

**SUBORDINATION AGREEMENT
Recorder's Cover Sheet**

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: David A. Jackson and Mary C. Jackson, 1621 E. Ridgewood Drive, Cedar Falls, IA 50613

Return Document To: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors: BankIowa, 330 E. 4th Street, Waterloo, IA 50703

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents: Doc. # 2020-20314; 2024-14490

SUBORDINATION AGREEMENT

This Subordination Agreement is made by and between Banklowa, 230 1st St. E Independence, IA 50644, an Iowa bank ("Lender"), and the City of Cedar Falls, Iowa, an Iowa municipality ("City") on this 11th day of July 2024.

WHEREAS, the Lender made a loan to David A. Jackson and Mary C. Jackson, husband and wife ("Borrowers"), that is secured by a Mortgage dated May 13, 2020, and recorded in the office of the Recorder of Black Hawk County, Iowa, on May 20, 2020, as Doc. # 2020-20314 (the "Mortgage"); and

WHEREAS, said Mortgage created a lien on certain real property owned by the Borrowers located in Black Hawk County, Iowa, including real property more particularly described in Exhibit "A" attached (the "Easement Property"); and

WHEREAS, Borrowers have granted to the City a permanent easement over, on, under, through and across the Easement Property pursuant to the terms of that certain Sanitary Sewer Easement Agreement dated February 2, 2024, and recorded in the office of the Recorder of Black Hawk County, Iowa, on May 20, 2024, as Doc. # 2024-14490 (the "Easement Agreement"); and

WHEREAS, the Lender is willing to subordinate the Mortgage to the provisions of the Easement Agreement in order for the City to preserve the permanent easement in the event of foreclosure on the property subject to the Mortgage, including the Easement Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lender and City agree as follows:

1. The Mortgage and all of the Lender's rights, interests, claims and remedies under the Mortgage shall be subordinate to the Easement Agreement and the rights of the City to enforce the terms and conditions of the Easement Agreement, with the same force and effect as if the Easement Agreement had been executed and recorded prior to the execution and recording of the Mortgage.
2. The Lender agrees that in the event of a foreclosure of the Mortgage or transfer in lieu of foreclosure of any portion of the Easement Property, the purchaser at any such foreclosure or the transferee under any deed in lieu of foreclosure shall take title subject to all of the terms and conditions of the Easement Agreement.
3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and City and their respective successors and assigns until said Mortgage is paid off or satisfied.
4. This Subordination Agreement may not be amended or modified except by an instrument in writing agreed to by the Lender and the City.
5. This Subordination Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

[signature page to follow]

Banklowa

By: *Tara L. Makepeace*

Tara L Makepeace

Its: Mortgage Banking Officer

State of Iowa, County of Buchanan ss:

The foregoing instrument was acknowledged before me this 11th day of July, 2024, by Katherine Wegner as Loan Operations Specialist of Banklowa, an Iowa bank.

Katherine Wegner

Notary Public in and for the State of Iowa

City of Cedar Falls, Iowa



By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

State of Iowa, County of Black Hawk, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Daniel Laudick as Mayor and Kim Kerr as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

EXHIBIT A
SUBORDINATION AGREEMENT
LEGAL DESCRIPTION OF EASEMENT PROPERTY

PART OF LOT 8 DIVISION "I" OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 14°17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 23.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14°17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 45.39 FEET; THENCE SOUTH 12°51'43" WEST, 38.70 FEET TO THE SOUTHWESTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134; THENCE NORTH 63°29'37" WEST ALONG SAID SOUTHWESTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134, 21.31 FEET; THENCE NORTH 21°51'43" EAST, 74.06 FEET TO THE POINT OF BEGINNING.

BERARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE BEARING SOUTH 14°17'16".



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: August 13, 2024
SUBJECT: Special Warranty Deed and Encroachment Agreement Deere & Company

In connection with the Viking Road and Prairie Parkway intersection project, the City has acquired a fee interest from Deere & Company for land required for the roundabout at that intersection. As part of the transaction Deere & Company wishes to reconstruct its border fence at the new boundary with the City which will necessitate work within the newly acquired City right-of-way as well as movement of equipment onto and across the right-of-way for such work. The parties have agreed to the terms of an Encroachment Agreement that will allow Deere & Company to complete this work.

Staff therefore requests that Council approve and accept the attached Special Warranty Deed as well as the attached Encroachment Agreement.

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

Thank you.

**SPECIAL WARRANTY DEED
Recorder's Cover Sheet**

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: Deere & Company, One John Deere Place, Moline, IL 61265

Return Document To: City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, IA 50613

Grantors: Deere & Company

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



SPECIAL WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Deere & Company, a corporation organized and existing under the laws of Delaware, does hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See attached Acquisition Plat and Legal Description

Subject to easements, restrictions and covenants of record.

There is no known burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Grantors do Hereby Covenant with Grantees and successors in interest to Warrant and Defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

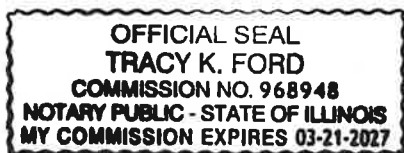
Dated: 7-31-2024

Deere & Company, a Delaware corporation

By Cary M. Arensdorf
Cary M. Arensdorf, Real Estate
Transactions Manager

STATE OF ILLINOIS, COUNTY OF ROCK ISLAND

This record was acknowledged before me on 7/31/2024,
by Cary M. Arensdorf, as Real Estate Transactions Manager, of Deere & Company, a Delaware corporation.



Tracy K. Ford
Signature of Notary Public

RIGHT-OF-WAY ACQUISITION PLAT

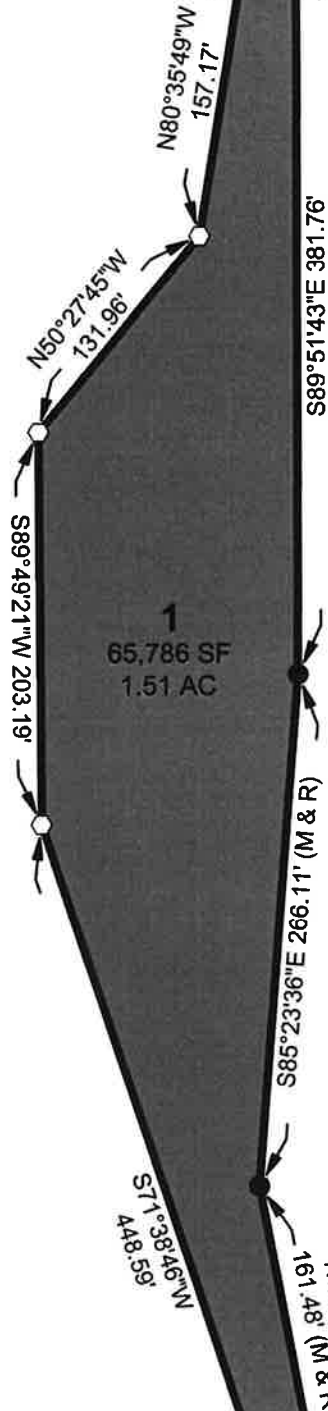
EAST 5 ACRES
NE 1/4 NE 1/4
SECTION 36-T89N-R14W
WARRANTY DEED
BOOK 489, PAGE 306

NW CORNER
SEC. 31-89-13
FOUND 1/2" IRON ROD
YELLOW CAP #8505
FILE# 2009-00019915
POINT OF BEGINNING
FOUND 1/2" IRON ROD
YELLOW CAP #8505

N0°14'31"E 1278.11'
WEST LINE FRL. NW 1/4 FRL. NW 1/4
SEC. 31-89-13

SW CORNER
NW 1/4 NW 1/4
SEC. 31-89-14
FOUND 1/2" IRON ROD
RED CAP #16775
FILE #2016-00017262

NW FRL 1/4 NW FRL 1/4
SECTION 31-T89N-R13W
WARRANTY DEED
BOOK 489, PAGE 306



NORTH LINE FRL. NW 1/4 SEC. 31-89-13
N89°39'39"W 2730.75'
VIKING ROAD



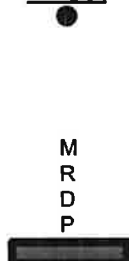
| LINE TABLE | | |
|------------|---------------|------------|
| LINE # | BEARING | DIST. (FT) |
| L1 | S00° 14' 31"W | 45.45 |
| L3 | N00° 14' 31"E | 25.00 |
| L4 | S89° 39' 39"E | 80.00 |

LEGEND

FEATURES

- 1/2" Rebar, Cap # 8505
w/Yellow Plastic Cap
(Unless Otherwise Noted)
- 1/2" Rebar, Cap # 26175
w/Yellow Plastic Cap
- Measured Bearing & Distance
- Recorded Distance
- Deed Distance
- Platted Distance
- Acquisition Area

FOUND SET



N 1/4 CORNER
SEC. 31-89-13
FOUND 1/2" IRON ROD
ORANGE CAP #17162

FOUND STANDARD
CONCRETE MONUMENT
BOOK 297, PAGE 185

PRAIRIE PARKWAY & VIKING ROAD INTERSECTION IMPROVEMENTS
PARCEL 06 - DEERE AND COMPANY

| |
|---------------------|
| SHEET 2 OF 2 |
| PN: 122.1702 |
| T-R-S:T89N-R13W-S31 |
| DATE: 03/19/2024 |
| PM/TECH: TWF |



900 BELL DRIVE SW
CEDAR RAPIDS, IOWA 52404 (319)362-9394

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
 TIMOTHY W. FORINASH
 SNYDER & ASSOCIATES, INC.
 900 BELL DRIVE SW
 CEDAR RAPIDS, IOWA 52404
 319-362-9394
 TWFORINASH@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
 FRACTIONAL NW ¼ SEC. 31-T89N-R13W

REQUESTED BY:
 CITY OF CEDAR FALLS

PROPRIETOR:
 DEERE AND COMPANY

AREA ABOVE RESERVED FOR RECORDER

EXHIBIT "A"
RIGHT-OF-WAY ACQUISITION PLAT

DESCRIPTION

That part of the Northwest Fractional Quarter of the Northwest Fractional Quarter of Section 31, Township 89 North, Range 13 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa, described as follows:

Commencing as a point of reference at the Northwest Corner of said Section 31;

Thence South 00° 14' 31" West 45.45 feet along the west line of said Northwest Fractional Quarter of the Northwest Fractional Quarter to the southerly right-of-way of Viking Road, said point being the point of beginning;

Thence South 89° 51' 43" East 381.76 feet along said right-of-way;

Thence South 85° 23' 36" East 266.11 feet along said right-of-way;

Thence North 79° 18' 17" East 161.48 feet along said right-of-way;

Thence South 89° 39' 39" East 80.00 feet along said right-of-way;

Thence South 71° 38' 46" West 448.59 feet;

Thence South 89° 49' 21" West 203.19 feet;

Thence North 5° 27' 45" West 131.96 feet;

Thence North 80° 35' 49" West 157.17 feet to the west line of said Northwest Fractional Quarter of the Northwest Fractional Quarter;

Thence North 00° 14' 31" East 25.00 feet along said west line to the point of beginning and containing 1.51 acres (65,786 square feet) more or less.

PROPERTY OWNER

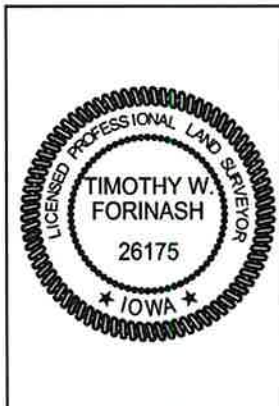
DEERE AND COMPANY

PREPARED FOR

CITY OF CEDAR FALLS

DATE OF SURVEY

JANUARY 14, 2022



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

Timothy W. Forinash 7/3/24
 Timothy W. Forinash, PLS Date

License Number 26175
 My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:
 SHEETS 1 AND 2 OF 2.

PRAIRIE PARKWAY & VIKING ROAD INTERSECTION IMPROVEMENTS

SHEET 1 OF 2

PARCEL 06 - DEERE AND COMPANY

PN: 122.1702

T-R-S:T89N-R13W-S31



900 BELL DRIVE SW
 CEDAR RAPIDS, IOWA 52404 (319)362-9394

DATE: 03/19/2024

PM/TECH: TWF

CTRL #
C O Y Y Y M M # # # #



Item 17.

REAL ESTATE TRANSFER - DECLARATION OF VALUE

Please read the instructions comprised in form 57-011 before completing and filing this form.

Part I - TO BE COMPLETED BY BUYER, SELLER OR AGENT

Date of Instrument (MMDDYYYY) 07162024

Enter the number matching your selection in the box at the end of the line: Deed (1) Contract (2) 1

Seller: Deere & Company Phone Number: 309-765-8000

Seller Address: One John Deere Place City: Moline

State: IL ZIP: 61265 email: _____

Buyer: City of Cedar Falls, Iowa Phone Number: (319) 273-8600

Buyer Address: 220 Clay Street City: Cedar Falls

State: Iowa ZIP: 50613 email: _____

Address of Property Conveyed: N/A

City: Cedar Falls State: Iowa ZIP: 50613

Legal Description: See attached

Enter the number corresponding to your selection in the box at the end of the line, if applicable.

Type of Sale: Sale between related parties/family (1); Sale of partial interest (2); Trade (3); Quit Claim Deed (4); Auction (5)

Was this a sale of agricultural land to: Corporation (1); Trust (2); Alien (3); Non-resident Alien (4); Limited Partnership (5)

DECLARATION OF VALUE STATEMENT

- 1. Total Amount Paid , 69 , 500 .00
- 2. Amount Paid for Personal Property , , .00
- 3. Amount Paid for Real Property , 69 , 500 .00

I hereby declare that the information contained in Part I of this form is true and correct.

Printed Name: Cary M. Arensdorf Phone Number: 309-765-8000

Signature: Buyer or Seller or Agent or Attorney

Part II - TO BE COMPLETED BY THE ASSESSOR

Assessed values must be as of January 1 of the year in which the sale occurred.

SECTION A: SINGLE CLASSIFICATION

Primary Classification: Residential (4); Commercial (5); Industrial (2); Agricultural (1); Multi-residential (7)

City/Township: Occupancy:

Primary Parcel Number: _____ Year Built:

| Class | Land | Building | Dwelling |
|----------|---|--|--|
| Res | <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 |
| Com | <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | |
| Ind | <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | |
| Ag | <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 |
| MultiRes | <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 |

Subtotal , , .00

SECTION B: DUAL CLASSIFICATION

Primary Classification: Commercial (5); Industrial (2); Multi-residential (7)

City/Township: Occupancy:

Primary Parcel Number: _____ Year Built:

| Class | Land | Building | Dwelling |
|----------|---|--|--|
| Com | <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | |
| Ind | <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | |
| MultiRes | <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 | <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .00 |

Subtotal , , .00

Total: Add Subtotal amounts from Sections A and B , , .00

Enter amount from line 3, page 1 , , .00

Ratio: Divide Total amount by the amount on line 3, page 1 , . %

NUTC

Jurisdiction

Comments: _____

Attachment to Declaration of Value

DESCRIPTION

That part of the Northwest Fractional Quarter of the Northwest Fraction Quarter of Section 31, Township 89 North, Range 13 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa, described as follows:

Commencing as a point of reference at the Northwest Corner of said Section 31;

Thence South 00° 14' 31" West 45.45 feet along the west line of said Northwest Fractional Quarter of the Northwest Fractional Quarter to the southerly right-of-way of Viking Road, said point being the point of beginning;

Thence South 89° 51' 43" East 381.76 feet along said right-of-way;

Thence South 85° 23' 36" East 266.11 feet along said right-of-way;

Thence North 79° 18' 17" East 161.48 feet along said right-of-way;

Thence South 89° 39' 39" East 80.00 feet along said right-of-way;

Thence South 71° 38' 46" West 448.59 feet;

Thence South 89° 49' 21" West 203.19 feet;

Thence North 5° 27' 45" West 131.96 feet;

Thence North 80° 35' 49" West 157.17 feet to the west line of said Northwest Fractional Quarter of the Northwest Fractional Quarter;

Thence North 00° 14' 31" East 25.00 feet along said west line to the point of beginning and containing 1.51 acres (65,786 square feet) more or less.

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is entered into by and between Deere and Company, whose address is One John Deere Place, Moline, Illinois 61265 ("Deere"), and the City of Cedar Falls, Iowa, ("City"), on this ____ day of _____, 2024.

WHEREAS, the City has acquired or will acquire from Deere certain real property located in Cedar Falls, Iowa, more particularly described in the Acquisition Plat and Legal Description attached as Exhibit "A" (the "Right-of-Way Property"); and

WHEREAS, acquisition of the Right-of-Way Property is for a public improvement project that includes the construction of a roundabout at the intersection of Prairie Parkway and Viking Road in the City of Cedar Falls, among other improvements (the "Project"); and

WHEREAS, a border fence owned by Deere and located on Deere property must be moved to accommodate the Project; and

WHEREAS, Deere wishes to reconstruct the border fence and prepare the area of the location of the relocated border fence; and

WHEREAS, such work shall occur on the Right-of-Way Property in addition to property owned by Deere; and

WHEREAS, the City is willing to allow Deere to perform such work on the Right-of-Way Property, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City and the Deere have reached agreement, and desire to reduce their agreement to writing.

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the City and Deere, as follows:

1. Acknowledgment of City Ownership of Public Right-of-Way. Deere hereby acknowledges, recognizes and affirms the existence and public ownership of the Right-of-Way Property, and claims no rights or interests therein, except to the limited extent expressly provided for in this Agreement.
2. Grant of Encroachment. The City hereby grants to Deere at no cost a non-exclusive, limited license and right of access to and to enter onto the Right-of-Way Property for the purpose of removing trees and other vegetation, preparing the ground, grading as necessary, and undertaking whatever other reasonable steps needed to reconstruct Deere's border fence on Deere's property (the "Work"), subject to the terms and conditions of this Agreement, and approval by the City. This grant specifically includes stationing and storage of materials and equipment as needed for the Work, during the term of this Agreement. The Work anticipated to be done by Deere is generally depicted in Exhibit "B" attached hereto.
3. Construction and Installation of Border Fence; Ownership. Deere agrees that designing, acquiring, constructing and installing the border fence as well as the Work shall be at Deere's sole cost and expense out of the proceeds of the City's payment of damages to Deere as part of the City's

acquisition for the Project. Deere shall own the border fence and the City shall have no responsibility whatsoever for care or maintenance of the border fence.

- 4. No Right-of-Way Permit. No right-of-way or other permit or license shall be required for the Work. However, the City reserves the right to inspect and approve the Work within the Right-of-Way Property to ensure restoration of the Right-of-Way Property as called for in this Agreement.
- 5. Timing of Work. The timing of the Work shall be coordinated with the City so as not to hinder or interfere with City operations. It is contemplated that the Work shall be completed prior to commencement of the Project itself, with a target date of completion of Work by September 20, 2024, unless unforeseen circumstances require an extension which may be mutually agreed upon, with agreement not unreasonably denied by the City.
- 6. Damage to Right-of-Way Property. Any damage to the Right-of-Way Property caused by the Work shall be reasonably repaired by Deere at its cost to a suitable condition for use as a right-of-way.
- 7. Term of Agreement. The term of this Agreement shall commence upon acquisition of the Right-of-Way Property from Deere by the City and continue until September 20, 2024 (unless extended upon mutual agreement of the parties as provided herein), or the date that construction of the border fence has been completed, whichever first occurs.
- 8. Termination of Agreement. This Agreement shall terminate immediately upon written notice to Deere if the Work has not been commenced by August 20, 2024.
- 9. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of the City to engage in any work anywhere within the public right-of-way of the City, whether occupied by Deere or otherwise. This right extends to Cedar Falls Utilities anywhere within the public right-of-way, whether occupied by Deere or not.
- 10. Powers of City. Except as otherwise expressly provided herein, nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City’s public right-of-way or any other rights and powers of the City.
- 11. Release of Liability and Indemnification. Deere shall protect, indemnify, defend, and hold the City and its officers, agents and officials, and Cedar Falls Utilities, harmless from any claim or liability whatsoever, and against all damages or expenses arising directly or indirectly out of any activities by or on behalf of Deere arising out of or in connection with this Agreement.
- 12. Delivery of Notices. Any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

| | |
|-----------------|---|
| If to the City: | City of Cedar Falls, Iowa ATTN: City Clerk 220 Clay Street Cedar Falls, IA 50613 |
|-----------------|---|

| | |
|--------------|---|
| If to Deere: | Deere and Company ATTN: Josh Anderson 6725 Cedar Heights Drive Cedar Falls, IA 50613 |
|--------------|---|

- 13. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to enforce this Agreement, the parties agree and consent to submit to the jurisdiction and venue of the Iowa District Court for Black Hawk County.
- 14. Entire Agreement. This Agreement, together with any exhibits referenced herein, together constitute the entire Agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Encroachment Agreement as of the date first set forth above.

DEERE AND COMPANY

CITY OF CEDAR FALLS, IOWA

By: Cary A. [Signature]

By: _____
Daniel Laudick, Mayor

Its: Real Estate Transactions Manager

ATTEST:

Kim Kerr, City Clerk

EXHIBIT A
Acquisition Plan and Legal Description

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
 TIMOTHY W. FORINASH
 SNYDER & ASSOCIATES, INC.
 900 BELL DRIVE SW
 CEDAR RAPIDS, IOWA 52404
 319-362-9394
 TWFORINASH@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
 FRACTIONAL NW ¼ SEC. 31-T89N-R13W

REQUESTED BY:
 CITY OF CEDAR FALLS

PROPRIETOR:
 DEERE AND COMPANY

AREA ABOVE RESERVED FOR RECORDER

EXHIBIT "A"
RIGHT-OF-WAY ACQUISITION PLAT

DESCRIPTION

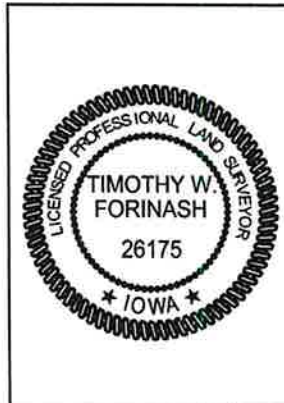
That part of the Northwest Fractional Quarter of the Northwest Fractional Quarter of Section 31, Township 89 North, Range 13 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa, described as follows:

- Commencing as a point of reference at the Northwest Corner of said Section 31;
- Thence South 00° 14' 31" West 45.45 feet along the west line of said Northwest Fractional Quarter of the Northwest Fractional Quarter to the southerly right-of-way of Viking Road, said point being the point of beginning;
- Thence South 89° 51' 43" East 381.76 feet along said right-of-way;
- Thence South 85° 23' 36" East 266.11 feet along said right-of-way;
- Thence North 79° 18' 17" East 161.48 feet along said right-of-way;
- Thence South 89° 39' 39" East 80.00 feet along said right-of-way;
- Thence South 71° 38' 46" West 448.59 feet;
- Thence South 89° 49' 21" West 203.19 feet;
- Thence North 5° 27' 45" West 131.96 feet;
- Thence North 80° 35' 49" West 157.17 feet to the west line of said Northwest Fractional Quarter of the Northwest Fractional Quarter;
- Thence North 00° 14' 31" East 25.00 feet along said west line to the point of beginning and containing 1.51 acres (65,786 square feet) more or less.

PROPERTY OWNER
 DEERE AND COMPANY

PREPARED FOR
 CITY OF CEDAR FALLS

DATE OF SURVEY
 JANUARY 14, 2022



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

Timothy W. Forinash 7/3/24
 Timothy W. Forinash, PLS Date

License Number 26175
 My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:
 SHEETS 1 AND 2 OF 2.

PRAIRIE PARKWAY & VIKING ROAD INTERSECTION IMPROVEMENTS

SHEET 1 OF 2

PARCEL 06 - DEERE AND COMPANY

PN: 122.1702

T-R-S:T89N-R13W-S31



900 BELL DRIVE SW
 CEDAR RAPIDS, IOWA 52404 (319)362-9394

DATE: 03/19/2024

PM/TECH: TWF

RIGHT-OF-WAY ACQUISITION PLAT

EAST 5 ACRES
NE 1/4 NE 1/4
SECTION 36-T89N-R14W
WARRANTY DEED
BOOK 489, PAGE 306

NW CORNER
SEC. 31-89-13
FOUND 1/2" IRON ROD
YELLOW CAP #8505
FILE# 2009-00019915
POINT OF BEGINNING
FOUND 1/2" IRON ROD
YELLOW CAP #8505

SW CORNER
NW 1/4 NW 1/4
SEC. 31-89-14
FOUND 1/2" IRON ROD
RED CAP #16775
FILE #2016-00017262

N0°14'31"E 1278.11'
WEST LINE FRL. NW 1/4 FRL. NW 1/4
SEC. 31-89-13

NW FRL 1/4 NW FRL 1/4
SECTION 31-T89N-R13W
WARRANTY DEED
BOOK 489, PAGE 306



| LINE TABLE | | |
|------------|---------------|------------|
| LINE # | BEARING | DIST. (FT) |
| L1 | S00° 14' 31"W | 45.45 |
| L3 | N00° 14' 31"E | 25.00 |
| L4 | S89° 39' 39"E | 80.00 |

LEGEND

FEATURES

- 1/2" Rebar, Cap # 8505
w/Yellow Plastic Cap
(Unless Otherwise Noted)
- 1/2" Rebar, Cap # 26175
w/Yellow Plastic Cap
- Measured Bearing & Distance
- Recorded Distance
- Deed Distance
- Platted Distance
- Acquisition Area

FOUND SET



M

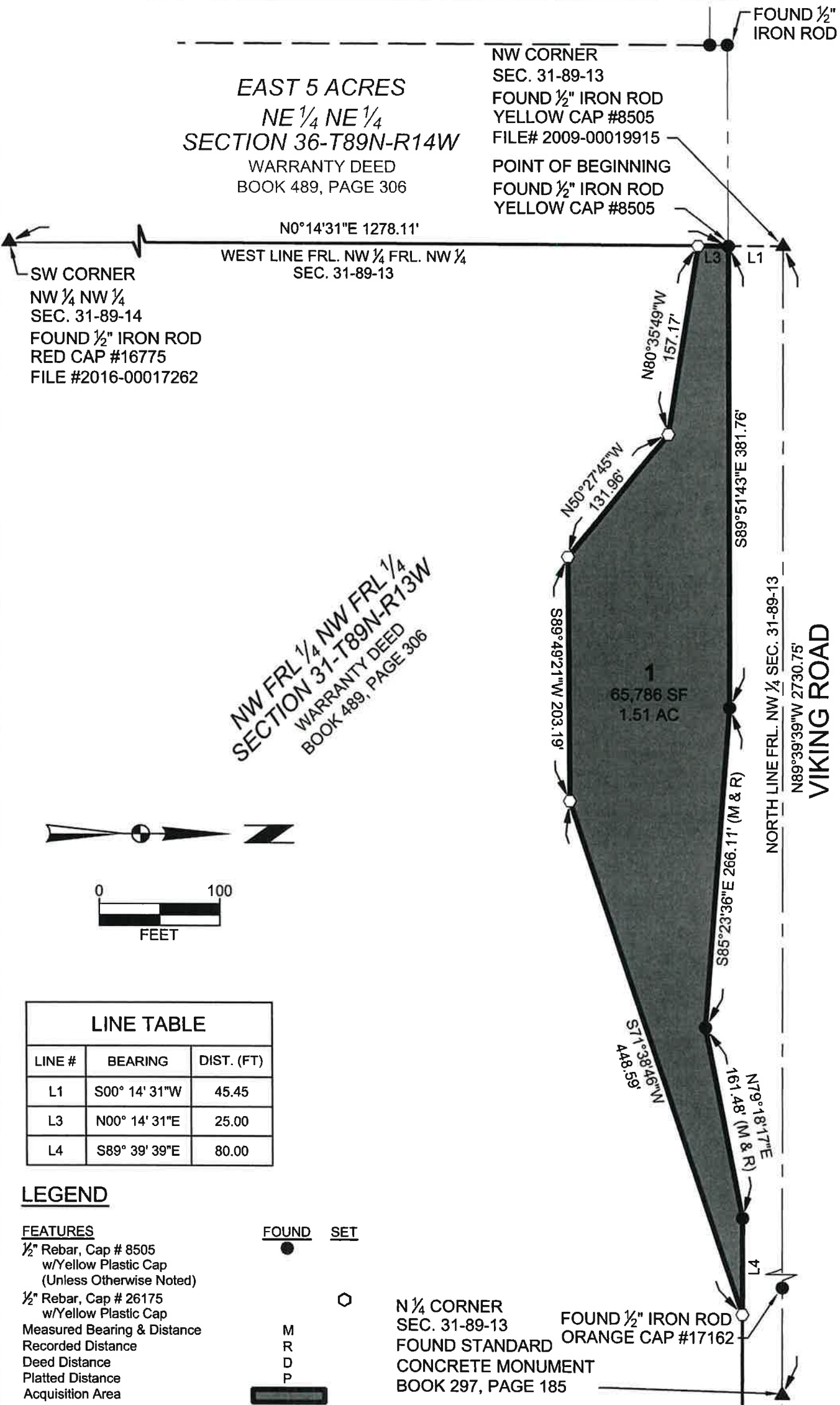
R

D

P

N 1/4 CORNER
SEC. 31-89-13
FOUND STANDARD
CONCRETE MONUMENT
BOOK 297, PAGE 185

FOUND 1/2" IRON ROD
ORANGE CAP #17162



PRAIRIE PARKWAY & VIKING ROAD INTERSECTION IMPROVEMENTS

PARCEL 06 - DEERE AND COMPANY

SHEET 2 OF 2

PN: 122.1702

T-R-S:T89N-R13W-S31

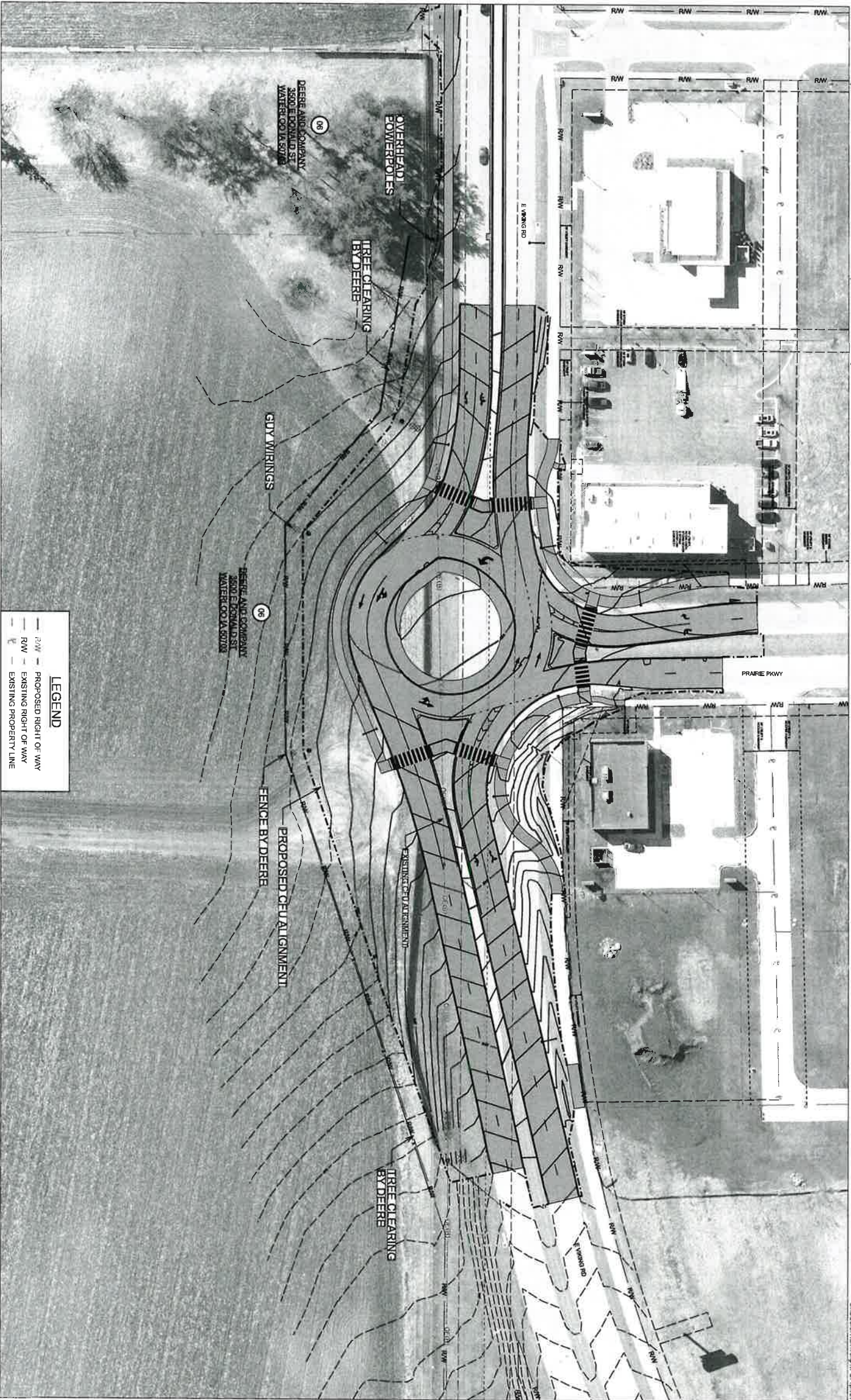
DATE: 03/19/2024

PM/TECH: TWF



900 BELL DRIVE SW
CEDAR RAPIDS, IOWA 52404 (319)362-9394

6/28/2024
C:\Users\jgallagher\OneDrive\Documents\2022\102-1702-09\CAD\KMH-1021702-09W_Acquisitions-2024-06-28.dgn
OpenRoadsDesigner - 3MA
C:\Users\jgallagher\OneDrive\Documents\2022\102-1702-09\CAD\KMH-1021702-09W_Acquisitions-2024-06-28.dgn



VIKING RD AND PRAIRIE PARKWAY INTERSECTION IMPROVEMENTS PROJECT
DEERE AND COMPANY ENCROACHMENT AGREEMENT EXHIBIT B

CEDAR FALLS, IOWA.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor Daniel Laudick and City Council
FROM: Melissa Denning, Community Services Supervisor
DATE: August 19, 2024
SUBJECT: Community Development Block Grant - Grant Administration and Technical Services
 Federal Fiscal Year 2024 (City FY2025)

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds. In Federal Fiscal Year 2024, funding for the entitlement CDBG program is \$262,476. The City has contracted with INRCOG to help with administration and technical services related to projects eligible for CDBG and HOME funds since February 2018. INRCOG's support helps the City maintain these programs, without adding staff.

INRCOG's proposed services include CDBG general administration (preparing plans, reports, and monitoring service agencies), technical support for housing rehabilitation projects, as well as technical support for the Neighborhood Infrastructure Improvements (sewer lining) and the Sidewalk Replacement Project covering federal requirements for construction management and Davis-Bacon wages verification. The total cost for services outlined in the attached contract is \$43,000.

Staff recommend continuing services with INRCOG in FFY24 (City FY25). Attached is the proposed agreement with all required attachments.

Please contact me with any questions. Thank you.

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

Community Development Block Grant (CDBG) Funding Project Delivery under Federal Fiscal
Year 2024 in Cedar Falls, Iowa

This Agreement is by and between Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, IA ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

- 1.1. Contractor's services shall consist only of those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")
- 1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.
- 1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.
- 1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.
- 1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.
- 1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

- 2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.
- 2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A" which will not exceed \$43,000 for CDBG funds, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below. All invoices are due to the City by fifteen calendar days after the end of the fiscal year.

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

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

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

9.0. Indemnification.

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

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

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

10.0. Insurance.

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

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

11.0. Compliance with Laws and Regulations.

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

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If

designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

Notice to proceed will occur after the HUD authorization of funds.

24.1 Additional Exhibits attached as follows:

- Exhibit B – Insurance Requirements for Goods & Services Contract
- Exhibit C – Required Federal Contract Language

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Contractor:

Name: Stephanie Houk Sheetz, AICP

Name: Brian Schoon, AICP

Title: Director of Community Development

Title: Executive Director

Address: 220 Clay St, Cedar Falls, IA

Address: 229 East Park Avenue, Waterloo, IA 50703

Telephone: (319) 268-5151

Telephone: (319) 235-0311 Ext. 138

Email: Stephanie.Sheetz@cedarfalls.com

Email: bschoon@incog.org

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

CONTRACTOR

INRCOG; Brian Schoon, Executive Director of INRCOG

By: _____

Its: _____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, MMC, City Clerk

Date: _____

Exhibit A

Community Development Block Grant (CDBG) Funding: Project Support Federal Fiscal Year 2024 Projects in Cedar Falls, Iowa

SCOPE OF WORK **CDBG GRANT PROJECT SUPPORT FOR FFY 2024 CDBG PROJECTS** **CITY OF CEDAR FALLS, IOWA**

Overview

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to complete project delivery to meet the requirements related to the Community Development Block Grant (CDBG) under which the City of Cedar Falls plans to utilize funds to support service agencies; repair and rehabilitate housing units, both owner occupied and renter occupied units; as well as complete infrastructure and/or public access projects.

Qualifications

Housing Rehabilitation and CDBG Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family, Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging;

Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority’s (IEDA) Housing Rehabilitation and Iowa Finance Authority’s (IFA) Local Housing Trust Fund programs. IEDA’s program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have a familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes grants for these programs for our member local governments and we perform all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings, including certification requirements, associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

Primary INRCOG Staff Members

The primary contacts for this proposal and program are

- o Brian Schoon, Executive Director (bschoon@inrcog.org);
- o Isaiah Corbin, Director of Development (icorbin@inrcog.org);
- o Cindy Knox, Housing Planner II (cknox@inrcog.org);

Brian Schoon has been employed by INRCOG since September 1991 and is currently serving as the Executive Director. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG’s housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon has overseen the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffed the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a bachelor’s degree in landscape design from South Dakota State University and a Masters’ degree in Community and Regional Planning from Iowa State University.

Isaiah Corbin became employed with INRCOG in January of 2021 as Community Planner II. He has a Bachelor of Arts degree in Political Science from Wartburg College as well as a Master of Public Policy degree from the University of Northern Iowa. In his role as planner, he has been responsible for a wide range of federal and state grants including CDBG, BRIC, and EDA awards. Isaiah has been responsible for the development of several plans, including the recent CEDS Plan for INREDC. Since 2023, he has taken the role of Director of Development which includes project administration and planning efforts for community and economic development, housing, and waste management. Prior to his role at INRCOG, he worked in the nonprofit arena at a local hospital and University.

Cindy Knox has worked as a housing program specialist for INRCOG for 13 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed rehabilitation and repair programs; homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a bachelor's degree in design and the Human Environment from the University of Northern Iowa.

Description of Technical Services, Grant Administration, and Organizational Capacity

INRCOG, through its existing staff, will complete project delivery to meet CDBG requirements to expend the annual allocation of FFY 2024 funds.

INRCOG will present any necessary approvals or reports to City staff. Further, as HUD's subrecipient, the City will be responsible for obtaining HUD reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HUD or CDBG reports, as requested.

Budget

INRCOG is prepared to offer the project delivery services for a not-to-exceed price for each unit or task completed during the City fiscal year, as outlined below. Said project delivery expenses will be billed on an hourly basis, using rates that will be defined in the contract between the City and INRCOG.

- **Provide Public Services Enhancing Quality of Life-Agency Awards Program (to City-Determined Agencies)**
 - Approximately Four (4) Agencies (Includes Administration Procurement, Monitoring, and Award expenses)
 - *INRCOG Expense: \$6,000 (Activity Delivery Cost-ADC)*
- **Increase and Improve Affordable Housing Options-Rehabilitation and Repair for both Owner and Rental Units**
 - General and Technical Services for two (2) units
 - *INRCOG Expense: \$11,000 (Activity Delivery Cost-ADC)*
- **Support Public Facilities and Infrastructure (Sidewalk and Tree Replacement Projects)**
 - Spec book development, Bidding, Davis-Bacon, Payroll Management, Contractor clearances, Section 3 management
 - *INRCOG Expense: \$17,500 (Activity Delivery Cost-ADC)*
- **Reports and Plans**
 - 2025 Action Plan; 2023 CAPER; Davis-Bacon; Section 3; MBE/WBE Reporting
 - *INRCOG Expense: \$8,500 (Planning and Admin Cost-PAC)*

INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual, unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than June 30th, 2025. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

Project Review

At least annually, but not later than May 1st, 2025, during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future years(s) may also be discussed at that time.

Exhibit B

Community Development Block Grant (CDBG) Funding Project Support for Federal Fiscal Year 2024 Services for Projects in Cedar Falls, Iowa

01-19-2022

INSURANCE REQUIREMENTS FOR GOODS & SERVICES FOR THE CITY OF CEDAR FALLS

This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "Contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract. The term "Agreement" herein shall mean the agreement of which this Exhibit forms a part.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 3-4 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement,

to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 6-12 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

8. Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

| | |
|---|-------------|
| Each Occurrence | \$1,000,000 |
| Fire Damage (any one occurrence) | \$100,000 |
| Medical Payments | \$5,000 |
| Personal & Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products-Completed Operations Aggregate | \$2,000,000 |

| | |
|---|---|
| <i>Required Endorsements - sample endorsements Pages 7-11 of this Exhibit</i> | |
| Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization | CG 20 10 12 19 or Equivalent |
| Additional Insured - Owners, Lessees or Contractors - Completed Operations | CG 20 37 12 19 or Equivalent |
| Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4) | Equivalent to sample on Page 7 of this Exhibit. |
| Designated Construction Project(S) General Aggregate Limit <i>(if applicable)</i> | CG 25 03 05 09 or Equivalent |

B. Automobile Liability

Coverage is required for non-owned and hired vehicles, if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

| | |
|---|--------------------|
| Bodily Injury & Property Damage (each accident) | \$1,000,000 (CSL) |
| Hired & Non-Owned Autos | <i>If required</i> |

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

| Workers' Compensation | Statutory Limits |
|--|------------------|
| Bodily Injury Each Accident | \$500,000 |
| Bodily Injury by Disease Policy Limit | \$500,000 |
| Bodily Injury by Disease Each Employee | \$500,000 |

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

| | |
|-----------------|-------------|
| Each Occurrence | \$3,000,000 |
| Aggregate | \$3,000,000 |

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

ENDORSEMENTS

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent. See specimens on Pages 9-10 of this Exhibit.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT **(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Waiver of Subrogation Endorsement)

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

| |
|------------------|
| Exhibit C |
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|---|
| Required Federal Contract Language |
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All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act



CERTIFICATE OF LIABILITY INSURANCE

DATE 6/2/18 Item 18.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

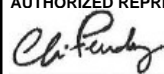
| | | | |
|---|--|------------------------------------|---------------|
| PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704 | CONTACT NAME: Paige Shanks PHONE (A/C, No, Ext): 319-234-8888 E-MAIL ADDRESS: pshanks@pdc.com | FAX (A/C, No): 319-234-7702 | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Iowa Northland Regional Council of Governments 229 E. Park Avenue Waterloo IA 50703 | INSURER A: Philadelphia Ins. Companies | | |
| | INSURER B: IMWCA | | |
| | INSURER C: * XL Insurance | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 273218342 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | PHPK2561686 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | Y | Y | PHPK2561686 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | | PHUB866689 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ |
| 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/A | 0640 | 7/1/2024 | 7/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000 |
| A C | Professional Liability Public Officials E&O/EPL | | | PHPK2561686 POL0950362 | 7/1/2024 7/1/2024 | 7/1/2025 7/1/2025 | Ea Incident/Aggregate 1000000/2000000 Ea Claim/Aggregate 3000000/3000000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional insured on the general liability policy on a primary and non-contributory basis. Governmental Immunities Endorsement and 30 Day Notice of Cancellation Endorsement are included. Waiver of Subrogation applies under General Liability.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

GOVERNMENTAL IMMUNITIES ENDORSEMENT

(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

All other terms and conditions of this Policy remain unchanged.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor Daniel Laudick and City Council
FROM: Melissa Denning, Community Services Supervisor
DATE: August 19, 2024
SUBJECT: HOME - Grant Administration and Technical Services
 Federal Fiscal Year 2024 (City FY2025)

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds. In Federal Fiscal Year 2024, funding for the entitlement HOME program is \$97,000. The City has contracted with INRCOG to help with administration and technical services related to projects eligible for HOME funds since February 2018. INRCOG's support helps the City maintain this program, without adding staff.

INRCOG's proposed services include HOME general administration (preparing plans, bids and reports) and technical support for housing rehabilitation projects. The total cost for services outlined in the attached contract is \$10,000.

Staff recommends continuing services with INRCOG in FFY24 (City FY25). Attached is the proposed agreement with all required attachments.

Please contact me with any questions. Thank you.

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

Home Investment Partnerships Program (HOME) Funding Project Delivery for FFY 2024
 Projects in Cedar Falls, Iowa

This Agreement is by and between Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, IA ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

- 1.1. Contractor's services shall consist only of those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")
- 1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.
- 1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.
- 1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.
- 1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.
- 1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

- 2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.
- 2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A" which will not exceed \$10,000 for HOME funds, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below. All invoices are due to the City by fifteen calendar days after the end of the fiscal year.

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

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

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

9.0. Indemnification.

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

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

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

10.0. Insurance.

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

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

11.0. Compliance with Laws and Regulations.

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

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If

designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

Notice to proceed will occur after the HUD authorization of funds.

24.1 Additional Exhibits attached as follows:

- Exhibit B – Insurance Requirements for Goods & Services Contract
- Exhibit C – Required Federal Contract Language

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Contractor:

Name: Stephanie Houk Sheetz, AICP

Name: Brian Schoon, AICP

Title: Director of Community Development

Title: Executive Director

Address: 220 Clay St, Cedar Falls, IA

Address: 229 East Park Avenue, Waterloo, IA 50703

Telephone: (319) 268-5151

Telephone: (319) 235-0311 Ext. 138

Email: Stephanie.Sheetz@cedarfalls.com

Email: bschoon@incog.org

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

CONTRACTOR

INRCOG; Brian Schoon, Executive Director of INRCOG

By: _____

Its: _____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, MMC, City Clerk

Date: _____

Exhibit A

Home Investment Partnership (HOME) Program Funding: Project Support Federal Fiscal Year 2024 Projects in Cedar Falls, Iowa

SCOPE OF WORK **HOME GRANT PROJECT DELIVERY FOR FFY 2024 PROJECTS** **CITY OF CEDAR FALLS, IOWA**

Overview

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to complete project delivery to meet the State of Iowa's requirements related to the Home Investment Partnership (HOME) Program allocation of \$10,000.00 under which the City of Cedar Falls plans to utilize funds to support housing rehabilitation and repair work.

Qualifications

Housing Rehabilitation Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family, Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging; Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority's (IEDA) Housing Rehabilitation and Iowa Finance Authority's (IFA) Local Housing Trust Fund programs. IEDA's program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes the grants for these programs for our member local governments and we perform all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

Primary INRCOG Staff Members

The primary contacts for this proposal and program are

- Brian Schoon, Executive Director (bschoon@inrcog.org);
- Isaiah Corbin, Director of Development (icorbin@inrcog.org);
- Cindy Knox, Housing Planner II (cknox@inrcog.org);

Brian Schoon has been employed by INRCOG since September 1991 and is currently serving as the Executive Director. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon oversaw the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffed the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a bachelor's degree in landscape design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

Isaiah Corbin became employed with INRCOG in January of 2021 as Community Planner II. He has a Bachelor of Arts degree in Political Science from Wartburg College as well as a Master of Public Policy degree from the University of Northern Iowa. In his role as planner, he has been responsible for a wide range of federal and state grants including CDBG, BRIC, and EDA awards. Isaiah has been responsible for the development of several plans, including the recent CEDS Plan for INREDC. Since 2023, he has taken the role of Director of Development which includes project administration and planning efforts for community and economic development, housing, and waste management. Prior to his role at INRCOG, he worked in the nonprofit arena at a local hospital and University.

Cindy Knox has worked as a housing program specialist for INRCOG for 17 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a bachelor's degree in design and the Human Environment from the University of Northern Iowa.

Description of Technical Services, Grant Administration, and Organizational Capacity

INRCOG, through its existing staff, will complete project delivery to meet the HOME Program requirements to spend funds allocated to the City.

INRCOG will provide general and technical administrative services, as well as expense and monitoring services associated with the contracted programs.

INRCOG will present any necessary approvals or reports to City staff. Further, as the HOME subrecipient, the City will be responsible for obtaining reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HOME reports, as requested.

Budget

INRCOG is prepared to offer the project delivery services for a not-to-exceed price for each unit or task completed during the City fiscal year, as outlined below. Said project delivery expenses will be billed on an hourly basis, using rates that will be defined in the contract between the City and INRCOG.

- **General Administration of INRCOG HOME Projects (1 unit)**
 - *INRCOG: \$5,500*
- **Environmental Record Review for Iowa Heartland Habitat for Humanity HOME Project (As outlined in the City of Cedar Fall's Community Housing Development Organization (CHDO) Contract with the City of Waterloo and Iowa Heartland Habitat for Humanity (1 unit)**
 - *INRCOG Expense: \$4,500*

If accepted by the City, INRCOG is willing to negotiate a contract utilizing the City's standard agreement. INRCOG currently meets the City's insurance requirements and has attached a certificate as evidence.

As with prior contracts, INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual, unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than June 30, 2025. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

Project Review

At least annually, but not later than May 1, 2025, during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future years(s) may also be discussed at that time.

Exhibit B

Community Development Block Grant (CDBG) Funding Project Support for Federal Fiscal Year 2024 Services for Projects in Cedar Falls, Iowa

01-19-2022

INSURANCE REQUIREMENTS FOR GOODS & SERVICES FOR THE CITY OF CEDAR FALLS

This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "Contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract. The term "Agreement" herein shall mean the agreement of which this Exhibit forms a part.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 3-4 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement,

to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 6-12 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

8. Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

| | |
|---|-------------|
| Each Occurrence | \$1,000,000 |
| Fire Damage (any one occurrence) | \$100,000 |
| Medical Payments | \$5,000 |
| Personal & Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products-Completed Operations Aggregate | \$2,000,000 |

| | |
|---|---|
| <i>Required Endorsements - sample endorsements Pages 7-11 of this Exhibit</i> | |
| Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization | CG 20 10 12 19 or Equivalent |
| Additional Insured - Owners, Lessees or Contractors - Completed Operations | CG 20 37 12 19 or Equivalent |
| Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4) | Equivalent to sample on Page 7 of this Exhibit. |
| Designated Construction Project(S) General Aggregate Limit (if applicable) | CG 25 03 05 09 or Equivalent |

B. Automobile Liability

Coverage is required for non-owned and hired vehicles, if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

| | |
|---|--------------------|
| Bodily Injury & Property Damage (each accident) | \$1,000,000 (CSL) |
| Hired & Non-Owned Autos | <i>If required</i> |

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

| | |
|--|------------------|
| Workers' Compensation | Statutory Limits |
| Bodily Injury Each Accident | \$500,000 |
| Bodily Injury by Disease Policy Limit | \$500,000 |
| Bodily Injury by Disease Each Employee | \$500,000 |

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

| | |
|-----------------|-------------|
| Each Occurrence | \$3,000,000 |
| Aggregate | \$3,000,000 |

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

ENDORSEMENTS

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent. See specimens on Pages 9-10 of this Exhibit.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Waiver of Subrogation Endorsement)

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

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|------------------|
| Exhibit C |
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| Required Federal Contract Language |
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All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act



CERTIFICATE OF LIABILITY INSURANCE

DATE 6/2/14 Item 19.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

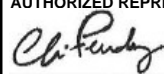
| | | | |
|---|--|------------------------------------|---------------|
| PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704 | CONTACT NAME: Paige Shanks PHONE (A/C, No, Ext): 319-234-8888 E-MAIL ADDRESS: pshanks@pdc.com | FAX (A/C, No): 319-234-7702 | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Iowa Northland Regional Council of Governments 229 E. Park Avenue Waterloo IA 50703 | INSURER A: Philadelphia Ins. Companies | | |
| | INSURER B: IMWCA | | |
| | INSURER C: * XL Insurance | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** 273218342 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | PHPK2561686 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | Y | Y | PHPK2561686 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | | PHUB866689 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ |
| 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/A | 0640 | 7/1/2024 | 7/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000 |
| A C | Professional Liability Public Officials E&O/EPL | | | PHPK2561686 POL0950362 | 7/1/2024 7/1/2024 | 7/1/2025 7/1/2025 | Ea Incident/Aggregate 1000000/2000000 Ea Claim/Aggregate 3000000/3000000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional insured on the general liability policy on a primary and non-contributory basis. Governmental Immunities Endorsement and 30 Day Notice of Cancellation Endorsement are included. Waiver of Subrogation applies under General Liability.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

GOVERNMENTAL IMMUNITIES ENDORSEMENT

(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

All other terms and conditions of this Policy remain unchanged.

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266

MEMORANDUM

TO: Mayor Daniel Laudick and City Council
FROM: Jennifer Pickar
DATE: August 7, 2024
SUBJECT: Agreement with Scott Easton Design for 2025 Visitor Guide Design

Attached please find a contract to work with Scott Easton Design to provide graphic design services for the 2025 Cedar Falls Visitor Guide.

The contract is for \$5,000 to design and layout a 48 page, plus 4 page cover publication. Scott Easton design was selected due to the quality of portfolio and competitive pricing. He successfully worked with tourism staff on the 2024 Cedar Falls Visitor Guide.

Staff recommends approval.
Best regards.

Cc: Stephanie Houk Sheetz, Community Development Director

CITY OF CEDAR FALLS, IOWA

GENERAL TERMS AND CONDITIONS

City of Cedar Falls & Scott Easton Design / Graphic Design Services

This Agreement is by and between Scott Easton Design ("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 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 50% of contracted amount upon signing and 50% of contracted amount upon project completion. The maximum amount of all payments for Services shall be the amount of \$5,000, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the

invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on June 30, 2025 unless earlier terminated under the terms of this Agreement.

5.2 The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0 Warranties.

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

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

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

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

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

7.0 Warranties – Intellectual Property.

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

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

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

8.0 Disputes.

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

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

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

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

Insurance requirement waived: None, per Risk Management Committee policy on virtual or remote consultant



services _____, Director of Community Development (Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its

employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Name: Jennifer Pickar
Title: Tourism & Cultural Programs Manager
Address: 6510 Hudson Rd
Cedar Falls, IA 50613
Telephone: 319-268-4266
Email: Jennifer.pickar@cedarfalls.com

Contractor:

Name: Scott Easton Design
Title: Owner
Address: 1221 Main Street
Center Point, IA 52213
Telephone: 319-551-6420
Email: scott.easton.design@gmail.com

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

CONTRACTOR

Scott Easton Design



By: _____

Its: Graphic Designer

Date: 8/7/24

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____

Exhibit A

Scope of Services & Compensation

PROJECT SUMMARY

EXHIBIT A

DELIVERY TIMELINE

The table below details a tentative delivery timeline for this project based on the currently planned start date and scope of work. This proposal includes client-requested revisions.

| Phase | Date |
|---------------------|----------|
| Content to Designer | 10/1/24 |
| First Proof | 10/31/24 |
| Corrections Due | 11/8/24 |
| Second Proof | 11/20/24 |
| Corrections Due | 11/30/24 |
| Final Review | 12/6/24 |
| Files to Printer | 12/15/24 |

PROPOSAL PRICING

I work on a fixed-fee basis for each graphic design project. 50% of the total is due at contract signing, and the remaining balance is due upon project completion. I can also offer pricing for additional promotional/sales design projects as needed.

| Project Name | Price |
|---|-------------------|
| 2025 Cedar Falls Visitor Guide design/layout (52 pages) | \$5,000.00 |
| Total | \$5,000.00 |

SERVICES

Complete project through 100 percent virtual services to client.

email scott.easton.design@gmail.com

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER
110 E 13TH STREET
CEDAR FALLS, IOWA 50613
PH: 319-273-8636
FAX: 319-273-8656

MEMORANDUM

TO: Mayor Danny Laudick and City Council

FROM: Mike Soppe, Recreation & Community Programs Manager;
Megan Gerhardt, Fitness Coordinator

DATE: August 5, 2024

SUBJECT: "Wellworks For You" contract approval with amendment.

Attached is a contract for "Wellworks For You," a wellness program for improving employee health with custom health and fitness tracking, challenges, incentives, and biometrics. "Wellworks For You" was selected again by the City's Wellness Committee for use in FY 2025.

Our Wellness Committee works closely with "Wellworks for You" to design programs specifically for our employee population to reduce risks and create healthier, happier employees. There is a new opportunity to add more outreach to employees this year with the addition of text messaging reminders.

The proposed contract maintains the same pricing as our previous contract for the management fees. The additional services proposed are Aiberry AI Assessment tool (mental wellbeing) and text messaging (communications & reminders). The contract includes the ability to extend it for two more years, after the initial term. The program costs fit within the approved FY25 Employee Wellness Program budget line item. It is the Wellness Committee's recommendation, along with City Director's approval, continue contracting with "Wellworks for You".

Thank you!

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 TMA @ Your Service, LLC (d/b/a "Wellworks For You")

This Agreement is by and between Wellworks For You ("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 seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end July 1, 2025 unless earlier terminated under the terms of this Agreement.

5.2 The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

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

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

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

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

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its

delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0 Entire Agreement.

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

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

24.0 Additional Terms.

24.1 The term of this Agreement may be extended by the City for up to two additional terms of one year each upon written notice to the Contractor prior to the expiration of the current term or any extension.

25.0 Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Contractor:

Name: Mike Soppe

Name: Thomas M. Tegler

Title: Recreation & Community Programs Manager

Title: President

Address: 110 E 13th St

Address: 70 East Lancaster Avenue

Cedar Falls, Iowa 50613

Frazer, PA 19355

Telephone: 319-268-5528

Telephone: 610-235-2602

Email: mike.soppe@cedarfalls.com

Email: t.tegler@wellworksforyou.com

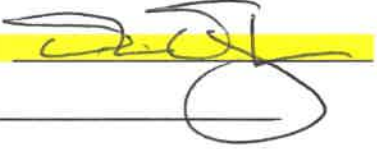
26.0 Incorporation of Exhibits.

All Exhibits attached to this Agreement are incorporated herein by this reference. If there is any conflict between this Agreement and any Exhibit, the terms of the Exhibit shall govern.

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

CONTRACTOR

Wellworks For You

By: Signature needed here: 

Its: President _____

Date: 

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, MMC, City Clerk

Date: _____

Exhibit A

As per Section 2.1 of the Agreement, Client and Wellworks agree that the scope of the Services shall include the following indicated Wellworks For You Services:

| | |
|---------------------------|--|
| Number of Eligible Lives: | 266 Eligible Employees |
| Cost of Program*: | \$2.90 PEPM (\$2.55 base PEPM + \$0.25 PEPM Aiberry + \$0.10 PEPM texting) |

***Please Note: If the number of eligible Recipients fluctuates by more than 10%, then Wellworks reserves the right to amend the price above, as provided in Section 5.5(b) or the original services agreement.**

****For purposes of this Exhibit A only, "Recipients" means eligible employees and spouses exclusive of covered dependent spouses.**

| TECHNOLOGY | PRICE |
|--|-----------------------------|
| <p>Custom Wellness Portal with Smartphone App The Wellness Portal is a secure website portal for Recipients that provides various resources and tracking capabilities related to Client's wellness program. Recipients can also access their personal account through the smartphone app. They can download the app through Apple or Android stores. Features include health metrics, incentive tracking, programs and events calendar, wellness locker (forms, documents, and videos), upload forms, appointment system, incentive tracking, fitness and nutrition dashboard, and more. Based on the services selected below, these will reflect within the technology.</p> | ✓ |
| <p>Device/App Integration Users Recipients can sync device and app data from their Smartphone into the Wellness or Portal's fitness and nutrition dashboard. Devices and apps include Apple watch, Fitbit, Garmin, Apple Health, Google Fit, Under Armor and more.</p> | ✓ |
| <p>STANDARD OnDemand Engagement & Learning Center The Wellworks e-Learning Series, available on the Wellness Portal, are self-study programs designed to educate, inform, and inspire behavioral change. Each e-Series includes educational videos and quizzes. Topics include diabetes, nutrition, weight management, heart health, stress management, meditation, yoga and more.</p> | ✓ |
| <p>Know Your Number Risk Stratification Assessment ("HRA") Know Your Number is an evidenced-based health risk assessment and education tool, which evaluates an individual's risk for nine (9) of the most costly, modifiable chronic diseases. A simple report displays an individual's disease risk and a peer risk comparison. The primary focus of the Know Your Number assessment is modifiable disease risk, or the risk that can be minimized with changes to behaviors and healthier lifestyle choices. This risk is graphically displayed to show the impact of each modifiable risk factor. One (1) aggregate report is included per wellness year. There is an additional cost for any additional reports.</p> | ✓ |
| <p>Wellness Challenges and Gamification Implementing a challenge for Recipients through Wellworks allows you to design a challenge around the needs of your organization. Wellworks offers customization and flexibility within an array of challenge types, including walking and weight management. Our gamification technology makes challenges easy for both administrators and Recipients, including a challenge dashboard for easy tracking, real-time leader boards, team and individual challenges, challenge design flexibility, custom challenge goals, and more.</p> | 4 included per program year |
| <p>Tango Rewards Mall Offer wellness incentives to your Recipients through electronic gift cards in our Rewards Mall! There are two options to choose from to help guide Recipients with their purchases. Recipients will be notified when their funds are ready to use. The Fee does not include the wellness incentive reward amount. See https://www.tangocard.com/terms-of-service/#rewardlink for additional terms and conditions, such as applicable fees, if any. In addition to those terms and conditions, Wellworks will charge an Inactivity Fee if Client fails to fund its Client Rewards Mall deposit account and/or provide the data or authorization to transfer funds from the deposit account to the Tango Rewards Mall for ninety (90) consecutive days. The Inactivity Fee will be a monthly fee of \$50.00 beginning in the fourth (4th) month and will occur monthly until activity resumes on the account, including funding.</p> | ✓ |

Exhibit A (continued)

| FILE FEEDS | PRICE |
|--|-------------|
| <p>Upload Historical Data Wellworks will upload historical Biometrics data into the Portal from previous wellness programs. One year included and additional years can be posted for an additional fee. Each additional year is \$250.00 per file.</p> | ✓ |
| <p>Batch Account Creation Ongoing Eligibility File Feed – Wellworks For You Format Wellworks will create accounts in the Wellness Portal for all current Recipients. Additional costs may apply for more frequent feeds. An ongoing batch feed is designed to support clients who have both the volume of changes and the IT resources to automate the generation of the file. Client must provide Wellworks in an acceptable file format. (e.g., Excel, CSV).</p> | ✓ |
| MARKETING/COMMUNICATIONS | PRICE |
| <p>Targeted Communications Wellworks will send targeted emails to Primary Recipients based on sign-up/participation status, including incentive eligibility, upcoming events, and more. Based upon the approved client communication strategy.</p> | ✓ |
| <p>Program Reminders Wellworks will send programs and event reminders via email to all Primary Recipients throughout the year.</p> | ✓ |
| <p>Customized Electronic Marketing Materials Wellworks will design and provide custom electronic marketing materials throughout the wellness year specific to the final wellness plan and contract implemented. Options include posters, flyers, emails, brochures, postcards, electronic announcements and payroll stuffers.</p> | ✓ |
| <p>Monthly Wellness Newsletter Each month, Wellworks distributes our wellness newsletter to Recipients. Topics generally align with monthly health observances and also include recipes, new health and wellness Smartphone app ideas, and more. Distribution method is determined during implementation.</p> | ✓ |
| <p>Texting Platform We can communicate with Primary Recipients or Recipients via texting regarding programs, events, or health coaching sessions.</p> | \$0.10 PEPM |
| PROGRAM MANAGEMENT/TRACKING/SUPPORT | PRICE |
| <p>Wellness Team/Account Management Wellworks will provide a dedicated Wellness Coordinator for your program who will help meet all of your wellness needs and goals. The Wellworks wellness team will assist in structuring your wellness program, including customization of materials (flyers, posters, etc.), sending communication reminders, upcoming event emails, monthly newsletters, and structuring your incentive program.</p> | ✓ |
| <p>Customer Service Support Wellworks will provide 24/5/365 call center support with email and live chat available for all Recipients.</p> | ✓ |
| <p>Customized Incentive Management Tracking and Reporting Wellworks will work with you in customizing an incentive program to fit your demographics and needs. We can design a variety of program and incentive structures, including points-based, monetary-based, outcomes-based, tiered incentive programs, and participatory. We will tailor the program to include all wellness events and goals Recipients need to achieve throughout the wellness year to earn the incentive. Recipients will have the ability to view their participation in the Wellness Portal.</p> | ✓ |
| REPORTING | PRICE |
| <p>Administrative Access with Real-time Reporting Capabilities Your team will have access to the backend of the Wellness Portal for management and reporting capabilities. Reports include: user logins, user registrations, page views, daily steps, event participation, and incentive eligibility.</p> | ✓ |
| <p>Comprehensive Program Reporting Wellworks will provide comprehensive year-end reporting for program and event participation, incentive eligibility, and more. Reports include, but are not limited to, registration and utilization reporting, challenge participation, incentive tracking reports, health coaching reports, and return on investment and utilization reports.</p> | ✓ |
| MENTAL WELLBEING SOLUTIONS | PRICE |
| <p>Aiberry AI Assessment Tool Aiberry has created a revolutionary AI-powered assessment to bring valuable insights into a Recipient's state of mind. Its virtual therapeutic assistant Botberry, can join Recipients in conversation anytime – analyzing their words, audio, and facial expressions (think "what you say and how you say it") to gain deeper insights into their mental health with the capability of tracking trends over time.</p> | \$0.25 PEPM |

**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
Inspection Services Division

TO: Honorable Mayor and Council
FROM: Jamie Castle; AIA, CBO
Building Official
DATE: August 12, 2024
SUBJECT: Falls Aquatic Center Water Heater Replacement

On August 9, 2024, three bids were submitted for the replacement of the Falls Aquatic Center Water Heaters. The low bid was submitted by Plumb Tech Inc. for \$29,138.00. The work is to be completed during the pool off-season with a completion date of no later than March 14, 2025. We are asking for approval to move forward with a fully executed contract.

xc: Stephanie Sheetz, Community Development Director

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS

WATER HEATER REPLACEMENT AT FALLS AQUATIC CENTER WITH PLUMB TECH INC.

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

1.0. Contractor's Services

1.1. Contractor's services shall consist only of 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 seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on March 15, 2025 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

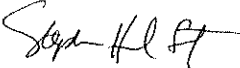
9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

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

Insurance requirement waived: Insurance requirements to follow State of Iowa licensing and permitting requirements

before receiving a permit for the work.  Director of Community Development

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its

delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0. Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Contractor:

Name: Jamie Castle

Name: Travis Behrends

Title: Inspections Services Manager

Title: Owner

Address: 220 Clay Street

Address: 3261 West Airline Hwy

Cedar Falls, IA 50613

Waterloo, IA 50703

Telephone: 319-268-5189

Telephone: 319-233-5616

Email: Jamie.castle@cedarfalls.com

Email: travisb@ptinc.us

26.0 Incorporation of Exhibits.

All Exhibits attached to this Agreement are incorporated herein by this reference. If there is any conflict between this Agreement and any Exhibit, the terms of the Exhibit shall govern.

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

CONTRACTOR

Plumb Tech Inc.

By: *Travis Behrends*

Its: *Travis Behrends*

Date: *8/12/2024*

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, MMC, City Clerk

Date: _____

Exhibit A

Scope of Services & Payment Terms

Furnish materials and labor to replace 4 Rinnai boilers with 2 Navien NFB-399C boilers at the Falls Aquatic Center. This work will include a new boiler loop, spiral vent, water sensors, isolation valves, and fresh air and exhaust venting. The contractor will submit the “advance notice of boiler installation” to the state. The Contractor will obtain a mechanical permit from the City of Cedar Falls and have the required inspections.

The cost to complete this work is \$29,138.00, payable upon completion & passed inspection.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

ADMINISTRATION DIVISION
 2200 TECHNOLOGY PKWY
 CEDAR FALLS, IOWA 50613
 319-273-8629
 FAX 319-273-8632

OPERATIONS AND
 MAINTENANCE DIVISION
 2200 TECHNOLOGY PKWY
 319-273-8629
 FAX 319-273-8632

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Brian Heath, Oper./Maint. Division Manager *BH*
DATE: August 8, 2024
SUBJECT: Goods and Services Agreement for CF Public Safety
 Roof Top HVAC Unit

As you may recall at the Council meeting of March 18, 2024, an engineering agreement with Modus Engineering was approved for design and bidding services for replacement of a roof top heating and cooling unit on the public safety building. This roof top unit is part of the original building that was not replaced during new construction.

This replacement project in the amount of \$104,040.00 is part of the FY25 Capital Improvement Projects and will be funded in part with \$80,000.00 of GO Bonds. The remainder will be funded from the public buildings section operating budget.

The Public Works and Public Safety Departments are recommending entering into an agreement with The Waldinger Corporation for the purchase and installation of the Public Safety Building roof top HVAC replacement unit.

Thank you for your consideration of this request. Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director

Att.

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

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

1.0. Contractor's Services

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

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 Proposal 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 Proposal unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If the Proposal includes provisions for contingent services, such services shall not be performed until 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 Proposal 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 the Proposal. 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 the Proposal dated 7/16/24. The maximum amount of all payments for Services shall be the amount set forth in the Proposal, 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 the Proposal.

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the work described in the Proposal of 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.

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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.

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5.1. The term of this Agreement shall commence on the effective date and end upon acceptance of the project unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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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 Proposal, 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 Proposal. 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.

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9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

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

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

| | |
|--|--|
| City: | Contractor: |
| Name: <u>Matt Buck</u> | Name: <u>The Waldinger Corporation</u> |
| Title: <u>Public Building Supervisor</u> | Title: <u>Construction Manager</u> |
| Address: <u>2200 Technology Parkway</u> <u>Cedar Falls IA 50613</u> | Address: <u>1035 Rockford Road SW</u> <u>Cedar Rapids, IA 52404</u> |
| Telephone: <u>319 268 5577</u> | Telephone: <u>319-364-0231</u> |
| Email: <u>matt.buck@cedarfalls.com</u> | Email: <u>zeb.zaruba@waldinger.com</u> |

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

CONTRACTOR: The Waldinger Corporation
(name of company or contractor)

By: Zeb Zaruba
Signature of Zeb Zaruba, Construction Manager
The Waldinger Corporation, 2000 1st Avenue, Cedar Falls, IA 50613
Phone: 319.261.1414

Its: Construction Manager

Date: 08/09/2024

CITY OF CEDAR FALLS, IOWA

By: _____

Danny Laudick, Mayor

Attest: _____

Kim Kerr CMC, City Clerk

Date: _____



THE WALDINGER CORPORATION

*Over 100 Years of Excellence -
People, Process, Productivity*

PROPOSAL

Date: 07/16/2024

To: City of Cedar Falls

220 Clay St
Cedar Falls, Iowa 50613

Attention: Matt Buck

Reference: CF Public Safety RTU Replacement #24-045

Thank you for the opportunity to submit this proposal to perform the mechanical installation for the referenced project.

We propose to furnish the materials and/or perform the work described below:

We have included the following:

- 23 00 50 – Basic HVAC Requirements
- 23 00 90 – Minor HVAC Demolition for Remodeling
- 23 05 29 – Hangers and Supports for HVAC Piping and Equipment
- 23 05 48 – Vibration and Seismic Controls for HVAC Piping and Equipment
- 23 05 53 – Identification for HVAC Piping and Equipment
- 23 05 93 – Testing, Adjusting, and Balancing for HVAC
- 23 09 13 – DDC Instruments and Control Devices for HVAC
- 23 09 23 – DDC System
- 23 11 23 – Natural Gas Piping
- 23 29 23 – Variable Frequency Motor Controller
- 23 31 00 – HVAC Ducts and Casing
- 23 33 00 – Air Duct Accessories
- 23 36 00 – Air Terminal Units
- 23 37 00 – Air Outlets and Inlets
- 23 74 00 – Small Packaged Rooftop Units
- 26 00 50 – Basic Electrical Requirements
- 26 00 90 – Minor Electrical Demolition for Remodeling
- 26 05 19 – Electrical Power Conductors and Cables
- 26 05 29 – Hangers and Supports for Electrical Systems
- 26 05 33 – Raceway and Boxes for Electrical Systems
- 26 05 53 – Identification for Electrical Systems
- 26 27 26 – Wiring Devices
- 26 28 16 – Enclosed Starters and Switches
- Permits and fees
- Delivery of materials and equipment to the job site
- Labor during normal work hours

Exclusions:

- Any work not specifically stated in the proposal
- Overtime
- Bond
- Allowances
- Painting
- Roofing



THE WALDINGER CORPORATION

- Cutting, patching, or painting
- Structural steel reinforcing or lintels.
- Concrete Housekeeping Pads
- HVAC work of any sort, (installation, handling, layout, startup, service, etc.) for any HVAC equipment we do not directly provide or install.
- Liquidated Damages (We cannot be held responsible for scheduling items or material or equipment procurement outside of our control.)
- Job site general cleanup.
- Warranty of any owner provided equipment or equipment provided by others.
- Retention of any kind.
- Tax

All for the sum of **\$104,040.00**

This Proposal is subject to the terms and conditions as shown on the attached page.
This price is firm for 30 calendar days.

Purchaser's Acceptance:

(City of Cedar Falls)

Signature

Printed Name

Date

Respectfully Submitted,

The Waldinger Corporation

Zeb Zaruba 

Signature

Zeb Zaruba

Printed Name

07/31/2024

Date

Exhibit C

_____ (insert project name)
Cedar Falls, Iowa
City Project Number _____

03-27-2019

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 licensed 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.

insert project name
Cedar Falls, Iowa
City Project No. _____

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. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. 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 and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

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

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

insert project name
Cedar Falls, Iowa
City Project No. _____

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. 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, agents and volunteers 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 shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

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

insert project name
Cedar Falls, Iowa
City Project No. _____

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

insert project name
Cedar Falls, Iowa
City Project No. _____

CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. 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.

insert project name
Cedar Falls, Iowa
City Project No. _____

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|-----------------------------------|
| Designated Construction Projects: |
|-----------------------------------|

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other

Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

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

CG 25 03 03 97

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

Copyright, Insurance Services Office, Inc., 1996

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 |
| |
| <small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small> |

- 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.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Chase Schrage, Director of Public Works

DATE: August 12, 2024

SUBJECT: 2025-2026 Sturgis Falls Agreement

Over the past several months City Staff has been talking with new group and formulating a new agreement for future years of Sturgis Falls. Staff has been working directly with Sturgis Falls Entertainment Group on the logistics.

This agreement has minor changes from past agreements. These changes were intended to provide clear understanding to both parties. The attached proposed agreement includes a two(2) year term that outlines the specific areas in the parks that will be used by the Sturgis Falls Entertainment group; these include Overman Park, Tourist Park, Island Park, Gateway Park, Police Officer's Memorial Park, and a portion of Sturgis Park. The agreement outlines the sole use for the listed parks above to be only the last weekend in June each year. This agreement will run for two(2) years beginning April 2, 2025 and ending August 15, 2026.

The City at its sole discretion may terminate the agreement at anytime without cause by providing nine (9) months advance notice.

I have attached the Sturgis Falls Entertainment Group proposed agreement for review and consideration.

The existing contract with Sturgis Fall Inc. is set to expire on April 1, 2025. In order for the Sturgis Falls Entertainment Group to have enough time for booking entertainment, vendors, etc, City staff recommends approval of the attached agreement.

STURGIS FALLS ENTERTAINMENT GROUP, INC. AGREEMENT FOR USE OF CITY PARKS AND SERVICES

This Agreement is made and entered into this _____ day of _____, 2024, by and between the City of Cedar Falls, Iowa (hereinafter called "CITY,") and Sturgis Falls Entertainment Group, Inc., an Iowa non-profit corporation, (hereinafter called "SFEG").

WHEREAS, SFEG is engaged in providing a variety of events, activities, and entertainment in Cedar Falls, Iowa, called the Sturgis Falls Celebration (hereinafter called the "Celebration"), during the last Thursday, Friday, Saturday and Sunday of June (hereinafter the "Celebration Weekend") each year, requiring the use of various City Parks, public properties, and public services, and the CITY and SFEG desire to identify and establish the various responsibilities of SFEG and the CITY, and the terms and conditions under which the Celebration shall take place each year, and

WHEREAS, the public interest and welfare will be served by identifying the responsibilities of both parties.

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

1. SFEG will have exclusive use of the following CITY parks during the Celebration Weekend for each year of this Agreement: Overman Park, Tourist Park, Island Park, Gateway Park, Police Officer's Memorial Park, Sturgis Park, including the portion of Sturgis Park located south of the railroad tracks. This includes the park shelters and Beach House, together with the grounds located inside of the fence (if present), the Gateway Celebration Shelter and the Overman Park Bandshell, all for the Celebration Weekend.
2. SFEG shall have exclusive use of these parks and their respective facilities and structures with the exception of the following: Bennington Little Red Schoolhouse, Behrens-Rapp Gas Station.
3. SFEG may begin setting up facilities and fencing on Thursday, a week prior to the Celebration Weekend, in Overman Park, Police Officers Memorial and portions of Sturgis Park with the prior approval of the Director of Public Works. SFEG may begin setting up trailers in Gateway Park thirty (30) days prior to Celebration Weekend and fencing fourteen (14) days prior to Celebration Weekend, with the prior approval of the Director of Public Works. The carnival in Gateway Park may begin setting up facilities and equipment on the Monday prior to the Celebration Weekend. All street closures shall be cleaned up and open to traffic by 5:00 pm on Monday following the Celebration Weekend. All equipment, vehicles, structures, and other property must be removed from Gateway Park, Overman Park, Island Park, Police Officer's Memorial Park, and Sturgis Park within fourteen (14) days following the Celebration Weekend unless an extension is approved by the Director of Public Works. If all such removal has not been completed by the stated deadline, or by the deadline as extended, the CITY will remove or cause to

be removed any of the above aforementioned items still remaining, including, but not limited to, equipment, vehicles and structures, and assess the cost thereof to SFEG, to be paid by SFEG to the City or to the City's designee within thirty (30) days of the date of billing. SFEG shall return all items borrowed from all City Parks and Shelters no later than 9:00 pm on the Tuesday following the Celebration Weekend.

4. The CITY grants SFEG the privileges included in this agreement, subject to performance by SFEG of its obligations as provided herein, beginning April 2, 2025, and ending August 15, 2026, which includes the following rights and privileges:
 - A. The use of City parks and facilities as described in paragraphs 1 and 2 of this Agreement.
 - B. The use of other public property and the streets of the City for Celebration activities only by prior written approval of the Police Chief, in the sole discretion of the Police Chief.
 - C. The use of City dumpsters located in the City parks and facilities described in paragraphs 1 and 2, with all trash to be removed by CITY Staff, and with all overtime costs incurred by and tipping fees charged to the CITY to be reimbursed to the CITY by SFEG. All arrangements for garbage removal must be approved in advance by the Director of Public Works. SFC may contract refuse removal with a reputable private contractor reasonably acceptable to the CITY, at SFEG's sole cost and expense.
 - D. SFEG will continue to coordinate with the Director of Public Works for the use of street barricades and picnic tables annually during the Celebration Weekend.
 - E. The CITY agrees not to issue any beer or wine permits or liquor control licenses to any other groups or individuals for the parks or public properties specified in paragraphs 1 and 2 of this Agreement during the Celebration Weekend.
5. CITY and SFEG acknowledge that a key component of the concept of the Sturgis Falls Celebration is that it is a community-wide event that is free and open to the members of the general public without admission charge. CITY and SFEG agree to cooperate with the goal of keeping the Celebration Weekend open to all members of the general public at no charge, for as long as that is possible. CITY agrees to allow SFEG to use the CITY's public parks, grounds, and other public areas and facilities without charge as provided in this Agreement, for as long as SFEG does not impose any charge upon members of the general public for admission to the events of the Celebration. The term, "admission charge," as used in this Agreement, shall not include charges for purchase of food, drink, or other items that are offered for sale to members of the general public by SFEG, or any vendors operating with the approval of SFEG, and which do not constitute a charge

for admission to the events of the Celebration.

6. The duties of the SFEG shall also include:
- A. Clean-up of all trash, debris, and garbage in all streets, parks, and public properties of the CITY that are used for the Celebration. Trash, garbage, and debris removal shall be at the expense of SFEG and shall be completed daily throughout the Celebration Weekend. Cleaning of all areas will begin Monday morning following the Celebration Weekend, and all areas will be cleaned by no later than the Wednesday evening following the Celebration Weekend. Should flooding or storms be present that impact how quickly clean-up can occur, the deadlines for clean-up may be extended with the approval of the Director of Public Works. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFEG, to be paid by SFEG to CITY within thirty (30) days of the date of billing.
 - B. Alcoholic Beverage Sales:
 - 1) SFEG must obtain at its cost all appropriate retail alcohol licenses if alcoholic beverages are served by SFC during the Celebration Weekend.
 - 2) No alcoholic beverage tickets shall be sold after 11:30 p.m. on Thursday of Celebration Weekend, and no alcoholic beverage tickets shall be sold before 11:30 a.m. or after 11:30 p.m. on Friday and Saturday of Celebration Weekend, and no alcoholic beverage tickets shall be sold before 11:30 a.m. or after 9:30 p.m. on Sunday of the Celebration Weekend.
 - 3) No alcoholic beverages shall be served or poured before 4:00 p.m. or after 12:00 a.m. (midnight) on Thursday of Celebration Weekend, and no alcoholic beverages shall be served or poured before 11:30 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday of Celebration Weekend, and no alcoholic beverages shall be served or poured before 11:30 a.m. or after 10:00 p.m. on Sunday of the Celebration Weekend.
 - 4) SFEG shall be responsible to identify and not serve alcoholic beverages to any person who is intoxicated, or who is under the legal age to consume alcoholic beverages, anywhere in the parks and facilities of the CITY described in this Agreement. Alcoholic beverages are served by or under the authority of SFEG during the Celebration Weekend.
 - 5) SFEG shall be responsible for enforcing SFEG's policy prohibiting the "carry-in" of any beer, wine or other alcoholic beverages into the parks and public properties of the City

described in this Agreement anywhere in such parks and facilities of the CITY that alcoholic beverages are served by or under the authority of SFEG during the Celebration Weekend.

- C. SFEG shall be responsible for installing and maintaining adequate temporary fencing and barricades to control access into Gateway and Police Officer's Memorial Park. The fencing, posts and barricades will be provided to SFEG for its use (not ownership) at no cost. The location of fencing shall receive prior approval from the Director of Public Works and the Public Safety Director, in their sole discretion.
- D. SFEG is responsible for obtaining underground utility locates at SFEG's cost, any time a post, stake, or other object is put or installed in the ground on any CITY property. SFEG shall be responsible for any damages resulting from digging and/or installing objects into the ground anywhere within the City parks and facilities described in this Agreement, unless SFEG installs objects in strict conformity with the information furnished to SFEG in connection with the utility locates. If SFEG's installation is in accordance with the information furnished in the utility locates, SFEG shall not be responsible for any damages resulting therefrom.
- E. SFEG shall be responsible for restoring and repairing damages, (other than normal wear) to all parks, City facilities, and public property specified in this Agreement to the condition such facilities were in immediately prior to the commencement of the Celebration Weekend. If all such work has not been completed by the stated deadline, or the deadline as extended, CITY may perform the work and assess the cost thereof to SFEG, to be paid by SFEG to CITY within thirty (30) days of the date of billing.
- F. SFEG shall reimburse the CITY for all refuse tipping fees and overtime staff costs incurred by the CITY related to refuse pick-up from the parks and facilities described in this Agreement arising out of the Celebration. SFEG may, at its sole cost, contract for refuse removal with a reputable private contractor with approval from the Director of Public Works.
- G. All security personnel, crowd control arrangements, and public safety decisions shall be subject to the approval of the Public Safety Director in his or her sole discretion. As long as the Cedar Falls Police Division (CFPD) is using the 6-3 work schedule, the utilization of "payback days" will continue to be utilized by the CFPD in order to minimize personnel costs to the SFEG. If the Public Safety Director determines in his or her sole discretion that anticipated security needs for the Celebration Weekend require additional staff, and if this decision will result in overtime being paid if regulars from the CITY police force are utilized, SFEG shall be permitted to hire outside security personnel reasonably acceptable to CITY's Public Safety Director, at SFEG's cost to meet the additional staffing needs. In the

event unanticipated security needs arise during Celebration Weekend which cannot be met by SFEG security personnel, SFEG shall reimburse the CITY for up to 100% of any overtime pay expense incurred in staffing the Parks and facilities described in paragraphs 1 and 2 of this Agreement. The CITY Public Safety Director shall coordinate scheduling to minimize any overtime impacts that may be necessary for the Celebration Weekend.

SFEG will hire a minimum of two uniformed, off-duty Cedar Falls Police Officers (or Black Hawk County Sheriff's Deputies) to conduct foot patrol in the carnival area to deter and prevent disorderly behavior any evening that the carnival is open from 6PM to close.

SFEG will supplement the CFPD with adequate private security personnel reasonably acceptable to the CITY Police Chief, to ensure the safety of the participants. All security, crowd control, and safety issues shall be approved in advance by the Police Chief, in his or her sole discretion.

- H. SFEG shall obtain prior approval of the Director of Public Works before any washable paint, tape, or chalk marking is done on street or public property. SFEG is responsible for cleaning of any approved marking of public property within 30 days after the Celebration Weekend. The approval of the Director of Public Works.. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFEG, to be paid by SFEG to CITY within thirty (30) days of the date of billing.
- I. SFEG shall obtain permission from the Director of Public Works in conjunction with the Community Development Department for any temporary signage that is to be placed on public property. Any damage to CITY property caused by such temporary signage shall be repaired by SFEG at its sole cost within thirty (30) days after the Celebration Weekend. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFEG, to be paid by SFEG to CITY within thirty (30) days of the date of billing.
- J. SFEG shall obtain prior permission from the Director of Public Works, for any permanent facilities or signage to be placed or removed from any parks or public property. Such approval shall be in the sole discretion of such Director. Any damage to CITY property caused by removal of such permanent facilities or signage shall be the responsibility of SFEG and shall be repaired by SFEG at its sole cost within thirty (30) days after the Celebration Weekend. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFEG, to be paid by SFEG to CITY within thirty (30) days of the date of billing.

- K. SFEG shall give the CITY prior written notification of any major event changes by April 30 of each year of this Agreement.
- L. A description of all planned events and entertainment shall be submitted to the Director of Public Works for approval by no later than April 30 of each year of this Agreement. This includes locations and detailed descriptions of events and activities for the Celebration Weekend.
- M. SFEG shall be responsible to make arrangements to ensure appropriate emergency, first aid, and medical services are available. The emergency and medical services plan shall be submitted in advance to the Director of Public Works, for approval. Such approval shall be at the sole discretion of said Director. SFEG shall pay the cost of all such services.
- N. SFEG shall be responsible to follow, and to require that all vendors follow, all City ordinances, and Black Hawk County and State Health Department regulations related to food and beverage distribution, handling, and sale.
- O. SFEG shall be responsible for providing adequate sanitation facilities at the sole cost of SFEG.
- P. SFEG shall adhere strictly to all City, State and federal laws and regulations in connection with all events held under the authority of SFEG during the Celebration Weekend and require all vendors to do so. SFEG shall be responsible to ensure that participation in all events sponsored by or held under the authority of the SFEG during Celebration Weekend is open to all individuals and groups on an equal, non-discriminatory basis. However, SFEG shall have the right to limit the number of, and to select the identity of, parade entries, and street fair and food vendors, in a manner consistent with SFEG's published policies and guidelines, and in a manner consistent with the family-oriented theme of the Celebration Weekend. SFEG shall also be entitled to select and review such entertainment at the appropriate venues of the Celebration Weekend which properly reflect that year's Celebration theme, and which also complements the appropriate taste and family-oriented element that the SFEG Celebration Weekend seeks to foster. SFEG shall not discriminate against any individual or group, in terms of participation in any of the Celebration Weekend events and activities, solely on the basis of the content or subject matter of the speech, expression or point of view that a particular individual or group holds or desires to communicate by its participation in such events or activities.
- Q. SFEG shall obtain and retain non-profit tax-exempt status and provide proof thereof to CITY from time to time upon request, which request shall be made no more frequently than annually.

- R. SFEG shall obtain insurance coverage which shall in all respects comply with current City of Cedar Falls Public Event Special Insurance Requirements, a copy of which is attached hereto, marked Exhibit "A," and by this reference incorporated herein. SFEG shall provide certificates of such insurance to the CITY 14 days prior to the commencement of the Celebration Weekend. Those vendors serving alcoholic beverages shall comply with the provisions of Section 123.92 of the Code of Iowa and all regulations of the Alcoholic Beverages Division promulgated thereunder and shall also obtain dram shop insurance coverage with a limit of no less than \$1,000,000 coverage per occurrence and shall furnish proof of such coverage to the CITY.
- S. SFEG shall be responsible for installing and maintaining at its sole cost adequate temporary lighting with the prior approval of the Public Safety Director.
- T. SFEG shall obtain the prior written approval of the Director of Public Works, prior to implementing any insect/mosquito control program in or around any of the CITY parks or facilities described in this Agreement, for the Celebration Weekend. In addition to using EPA-approved products to be applied by a licensed professional company, proper signage shall be erected in advance of application in all such areas, and SFEG shall cause such spraying to be applied in compliance with any and all County, State and federal regulations.
7. The Public Safety Director may close down the Celebration activities at any time, if in his or her opinion, the health, safety, or welfare of the public may be in jeopardy. The decision of the Public Safety Director shall be made in his or her sole discretion.
8. If CITY parks or other public properties described in this Agreement are flooded or damaged by flooding or other natural disasters, the Director of Public Works and Public Safety Director shall determine if other public property and parks shall be used for the Celebration events and activities. This determination shall be in their sole discretion. Their decision shall be final.
9. Neither party may financially obligate the other. SFEG agrees not to transfer or assign this Agreement or sublet its privileges under this Agreement, in whole or in part, without the prior written consent of the CITY, which consent may be withheld in the sole discretion of the CITY. Any transfer, assignment or subletting of this Agreement without prior approval of the CITY shall cause an immediate termination of this Agreement.
10. SFEG agrees to provide financial information in the form of IRS Form 990 and all supporting documentation, to the CITY, annually upon request. This form includes summary of income, expenditures, and financial

balances. SFEG also agrees to furnish to the CITY upon request, but no more frequently than annually, any information and documentation that may be requested by the CITY to reasonably determine SFEG's compliance with the terms, conditions and provisions of this Agreement.


- 11. Indemnification. SFEG agrees to indemnify, hold harmless and defend the CITY, and its officers, agents, employees and insurers, from any claim, demand or cause of action in any manner arising out of the events and activities conducted by or under the authority of SFEG during each Celebration Weekend, including reasonable expenses and attorneys' fees, all on the terms set forth in paragraph (7), Hold Harmless/Indemnity Agreement, of City of Cedar Falls Insurance Requirements for Community Events, a copy of which is attached hereto, marked Exhibit "A."
- 12. The parties agree that by entering into this agreement SFEG has been determined to have complied with the requirement to obtain a public event permit or a special event permit pursuant to Cedar Falls Code of Ordinances Sections 9-19, 9-20 and 17-210.
- 13. Any misunderstanding or concerns related to this agreement may be appealed to the City Council by SFEG and CITY. The decision of the City Council shall be final and shall be made in the sole discretion of the City Council.
- 14. Termination: The CITY at its sole discretion may terminate this agreement at anytime without cause. The CITY must provide written notice of termination to SFEG at least nine (9) months prior to the termination date.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF CEDAR FALLS, IOWA
INC.

STURGIS FALLS ENTERTAINMENT GROUP,
An Iowa non-profit corporation

By: _____
Danny Laudick, Mayor

By:  _____
Pete Downs, President

By:  _____
Bob Seymour, Vice President

ATTEST:

Kim Kerr, MMC, City Clerk

Date

Date

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on the 13 day of August, 2024, by Pete Downs, President, and Bob Seymour, Vice President, of Sturgis Falls Entertainment Group, Inc.

Amy C Eggleston
_____, Notary Public
in and for the State of Iowa



STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Danny Laudick, Mayor, and Kim Kerr, MMC, City Clerk, of the City of Cedar Falls, Iowa

_____, Notary Public
in and for the State of Iowa

EXHIBIT "A"

**PUBLIC EVENT
SPECIAL INSURANCE REQUIREMENTS**

- 1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
- 2. SFEG shall be required to carry the following minimum coverage/limits unless greater limits are required by law or other legal agreement, in which case such greater limits shall be required:

- a. **A Commercial General Liability Insurance Policy or Personal Liability Insurance Policy** shall be obtained, which provides coverage for the City of Cedar Falls, its agents, officials and employees. The policy shall be written on an "occurrence" (not "claims made") basis and shall include Products Hazard coverage and a Broad Form General Liability inclusion or equivalent. The policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate (for bodily injury and/or property damage).

General Liability (Occurrence Form Only):

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Personal and Advertising Injury Limit | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Damage to Rented Premises (each occurrence) | \$ 50,000 |
| Medical Payments | \$ 5,000 |

- b. **Additional Insured Endorsement** is required, identical or equivalent to:

CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

- c. **Non-Waiver of Governmental Immunity Endorsement** is required, to include Iowa language identical or equivalent to:

CITY OF CEDAR FALLS, IOWA
 GOVERNMENTAL IMMUNITIES ENDORSEMENT
 (For use when including the City as an Additional Insured)

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.

Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity. 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.

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.

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.

- d. **Cancellation and Material Changes Endorsement** is required, identical or equivalent to:

CITY OF CEDAR FALLS, IOWA
 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. SFEG agrees to furnish the City with 30 days advanced written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

- e. **Waiver of Subrogation Endorsement:** SFEG hereby releases and waives recovery from the City of Cedar Falls, Iowa, its elected and appointed officials, its employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility SFEG or anyone claiming through or under SFEG by way of subrogation. This provision shall be applicable and in full force and effect with respect to loss or damage occurring during the time of the public event. SFEG's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of SFEG to recover thereunder.
- f. If alcoholic beverages are sold, **Dram Shop** protection containing coverage to comply with the provisions of Section 123.92 of the Code of Iowa and all regulations of the Alcoholic Beverage Division promulgated thereunder with a limit of no less than \$1,000,000 coverage per occurrence.
3. By requiring the insurance as set forth in this application the City of Cedar Falls does not represent that coverage, and limits set forth herein will necessarily be adequate to protect SFEG and such coverage and limits shall not be deemed a limitation on SFEG's liability under the indemnities provided to the City of Cedar Falls in this application. The City of Cedar Falls shall have the right at any time to require liability insurance greater than that otherwise specified herein.
4. SFEG shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required herein. Such Certificates shall include copies of the following coverages and endorsements, and copies must be provided 14 days prior to the commencement of the public event:
- a. General Liability Policy is primary and non-contributing
 - b. General Liability Additional Insured Endorsement
 - c. Non-Waiver of Governmental Immunities Endorsement
 - d. Waiver of Subrogation Endorsement
 - e. Cancellation & Material Change Endorsement
 - f. Dram Shop
5. Each certificate shall be submitted to the City of Cedar Falls.

Certificate Holder: City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

6. Failure to provide or maintain 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 grounds to cancel or terminate the public event.

7. Indemnification and Hold Harmless Provision: In consideration for the use of City owned, occupied or controlled areas and/or facilities for the public event, SFEG, to the fullest extent permitted by law, agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, employees, agents and volunteers (collectively, the "City"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the public event. It is the intention of SFEG that the City shall not be liable or in any way responsible for the injury, damage, liability, loss or expense for injuries to or the death of any person or persons, or damage to or loss of property alleged or claimed to have been caused by, or to have arisen out of, or in connection with or to the public event, except for and to the extent caused by the fault of the City.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: David Wicke, PE, City Engineer

DATE: August 19, 2024

SUBJECT: USGS Streamgaging Station for the Cedar River in Cedar Falls
City Project Number: MC-039-1653

Attached is the Joint Funding Agreement with the U.S. Geological Survey for the federal fiscal year 2025 for the continuing support, operation, and maintenance of the streamgauge site on the Cedar River in Cedar Falls. The agreement also includes the continued development of real-time stream flow data at the streamgauge site. This is a cooperative agreement whereby the U.S. Geological Survey and the City of Cedar Falls cost share the operation and maintenance of the streamgauge site.

The streamgauge is known locally as the “river gauge” and provides the stage readings that are the basis for the public alerts given during high water events on the Cedar River. The stage readings enable flood forecasts to be generated for Cedar Falls by the River Forecast Center of the National Weather Service. The streamgauge is located on south side of the Highway 57/1st Street Bridge over the Cedar River.

Funding for the continued operation of the streamgauge was budgeted for in the Engineering Services Budget. This agreement is for the period October 1, 2024 through September 30, 2025 in the amount of \$13,360.00.

It is recommended that this agreement be approved and returned to me for further processing. If you have any questions or comments regarding this matter, feel free to contact me.

xc: Chase Schrage, Director of Public Works



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

August 1, 2024

David Wicke
City Engineer
City of Cedar Falls
220 Clay Street Engineering Division
Cedar Falls, Iowa 50613

Dear David Wicke:

Enclosed is our standard joint-funding agreement 25NEJFA103 between the U.S. Geological Survey Central Midwest Water Science Center and City of Cedar Falls for the operation and maintenance of one streamgaging station and one waste-water survey on the Cedar River in Cedar Falls, IA, during the period October 1, 2024 through September 30, 2025 in the amount of \$13,360 from your agency. U.S. Geological Survey contributions for this agreement are \$5,760 for a combined total of \$19,120. Please sign and return one fully-executed original to Amy Williams at akwilliams@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Nania at (319) 430-6974 or email jfnania@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Amy Williams at phone number (217) 328-9748 or akwilliams@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Jon Nania
Deputy Director, Central Midwest WSC

Enclosure
25NEJFA103

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Cedar Falls party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **for the operation and maintenance of one streamgaging station and one waste-water survey on the Cedar River in Cedar Falls, IA**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,760 by the party of the first part during the period October 1, 2024 to September 30, 2025
- (b) \$13,360 by the party of the second part during the period October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001608
Agreement #: 25NEJFA103
Project #: NE009KT
TIN #: 42-60038591

Item 25.

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jon Nania
Deputy Director for Operations - Central
Midwest Water Science Center
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 430-6974
Fax: (217) 328-9770
Email: jfnania@usgs.gov

Customer Technical Point of Contact

Name: David Wicke
City Engineer
Address: 220 Clay Street Engineering Division
Cedar Falls, Iowa 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: david.wicke@cedarfalls.com

USGS Billing Point of Contact

Name: Amy Williams
Budget Analyst
Address: 405 N. Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 328-9748
Fax: (217) 328-9770
Email: akwilliams@usgs.gov


Customer Billing Point of Contact

Name: David Wicke
City Engineer
Address: 220 Clay Street Engineering Division
Cedar Falls, Iowa 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: david.wicke@cedarfalls.com

U.S. Geological Survey
United States
Department of Interior

City of Cedar Falls

Signature

By  Digitally signed by JON NANIA
Date: 2024.08.06 16:31:03 -05'00' Date: 8/6/24
Name: Jon Nania acting for Amy Beussink
Title: Deputy Director, Central Midwest WSC

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

City of Cedar Falls

Attachment for 25NEJFA103
2024-10-01 to 2025-09-30

SURFACE WATER

| SITE | Collection Description | FUNDS | | | |
|----------|---|---------------------|----------------|-----------------|-----------------|
| | | USGS | COOP | TOTAL | |
| 05463050 | Cedar River at Cedar Falls, IA Full Range Streamflow Station Discharge, Measurement | \$5,760 | \$10,540 | \$19,120 | |
| | | Total: | \$5,760 | \$13,360 | \$19,120 |
| | | GRAND TOTAL: | | | \$19,120 |


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Benjamin Claypool, Principal Engineer, PE, PhD

DATE: August 19th, 2024

SUBJECT: Viking Road & Prairie Parkway Intersection Improvements Project
 Project No. RC-232-3308
 Bid Opening

On Friday, August 9th, 2024, at 2:00 p.m., bids were received and opened for the Viking Road & Prairie Parkway Intersection Improvements Project. A total of six (6) bids were received, with Owen Contracting, Inc. the low bidder:

| | <i>Base Bid</i> |
|--------------------------------|-----------------|
| Engineering Estimate | \$2,324,853.10 |
| Owen Contracting, Inc. | \$2,217,802.80 |
| Midwest Concrete Inc | \$2,337,508.04 |
| Boomerang | \$2,347,327.35 |
| Peterson Contractors, Inc. | \$2,393,316.33 |
| Vieth Construction Corporation | \$2,428,523.57 |
| Eastern Iowa Excavating | \$2,435,435.40 |

The Engineer's Estimate for this project was \$2,324,853.10. Owen Contracting, Inc. of Cedar Falls, Iowa submitted the low bid in the amount of \$2,217,802.80. Attached is a bid tab for your reference.

We recommend acceptance of the lowest bid from Owen Contracting, Inc. in the amount of \$2,217,802.80. On September 3rd, 2024, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

TABULATION OF BIDS

Viking Rd and Prairie Pkwy Intersection Improvements Project (#9190243)

City of Cedar Falls - Project Number RC-232-3308

Item 26.

August 9th, 2024
at 2:00 PM

BASE BID

| ITEM | ITEM CODE | DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | BID AVERAGE | | | |
|------|-----------|--|------|----------|---------------------|---------------|------------------------|---------------|----------------------|---------------|--------------|---------------|---------------------------|---------------|--------------------------------|---------------|-------------------------|---------------|--------------|---------------|------------|-------------|
| | | | | | UNIT PRICE | TOTAL PRICE | Owen Contracting, Inc. | | Midwest Concrete Inc | | Boomerang | | Peterson Contractors Inc. | | Vieth Construction Corporation | | Eastern Iowa Excavating | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| | | | | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | | | | |
| 1 | 2010-C | Clearing and Grubbing | LY | 1 | \$ 12,000.00 | \$ 12,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 5,500.00 | \$ 5,500.00 | \$ 4,355.00 | \$ 4,355.00 | \$ 6,642.50 | \$ 6,642.50 | | |
| 2 | 2010-D-1 | Topsoil, On-site | CS | 3400 | \$ 5.00 | \$ 17,000.00 | \$ 6.00 | \$ 20,400.00 | \$ 11.00 | \$ 37,400.00 | \$ 10.00 | \$ 34,000.00 | \$ 15.00 | \$ 51,000.00 | \$ 5.75 | \$ 19,500.00 | \$ 12.35 | \$ 41,990.00 | \$ 10.02 | \$ 34,056.67 | | |
| 3 | 2010-E | Excavation Class 10 | CY | 5435 | \$ 8.00 | \$ 43,480.00 | \$ 8.00 | \$ 43,480.00 | \$ 9.00 | \$ 48,915.00 | \$ 15.00 | \$ 81,525.00 | \$ 12.50 | \$ 67,937.50 | \$ 13.00 | \$ 70,655.00 | \$ 16.50 | \$ 89,677.50 | \$ 12.33 | \$ 67,031.67 | | |
| 4 | 2010-G | Subgrade Preparation, 6" | SY | 2792 | \$ 1.00 | \$ 2,792.00 | \$ 1.00 | \$ 2,792.00 | \$ 1.50 | \$ 4,188.00 | \$ 1.00 | \$ 2,792.00 | \$ 1.50 | \$ 4,188.00 | \$ 2.75 | \$ 7,678.00 | \$ 1.35 | \$ 3,769.20 | \$ 1.52 | \$ 4,234.53 | | |
| 5 | 2010-G | Subgrade Preparation, 12" | SY | 9537 | \$ 2.00 | \$ 19,074.00 | \$ 1.50 | \$ 14,305.50 | \$ 1.50 | \$ 14,305.50 | \$ 1.00 | \$ 9,537.00 | \$ 1.25 | \$ 11,921.25 | \$ 2.50 | \$ 23,842.50 | \$ 0.75 | \$ 7,152.75 | \$ 1.42 | \$ 13,510.75 | | |
| 6 | 2010-H | Granular Stabilization | TON | 558 | \$ 27.00 | \$ 15,066.00 | \$ 30.00 | \$ 16,740.00 | \$ 40.00 | \$ 22,320.00 | \$ 30.00 | \$ 16,740.00 | \$ 30.00 | \$ 16,740.00 | \$ 38.00 | \$ 21,204.00 | \$ 34.75 | \$ 19,390.50 | \$ 33.79 | \$ 18,855.75 | | |
| 7 | 2010-J | Subbase, Modified, 12" | SY | 9537 | \$ 16.50 | \$ 157,360.50 | \$ 18.00 | \$ 171,666.00 | \$ 18.25 | \$ 174,050.25 | \$ 20.00 | \$ 190,740.00 | \$ 15.00 | \$ 143,055.00 | \$ 19.00 | \$ 181,203.00 | \$ 21.00 | \$ 200,277.00 | \$ 18.54 | \$ 176,831.88 | | |
| 8 | 2010-M | Compaction Testing | LS | 1 | \$ 3,500.00 | \$ 3,500.00 | \$ 4,500.00 | \$ 4,500.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 5,500.00 | \$ 5,500.00 | \$ 2,650.00 | \$ 2,650.00 | \$ 4,858.33 | \$ 4,858.33 | | |
| 9 | 3010-C | Trench Foundation | TON | 20 | \$ 50.00 | \$ 1,000.00 | \$ 50.00 | \$ 1,000.00 | \$ 41.50 | \$ 830.00 | \$ 35.00 | \$ 700.00 | \$ 50.00 | \$ 1,000.00 | \$ 57.00 | \$ 1,140.00 | \$ 53.25 | \$ 1,065.00 | \$ 47.79 | \$ 955.83 | | |
| 10 | 3010-D | Replacement of Unsuitable Backfill Material | CY | 100 | \$ 60.00 | \$ 6,000.00 | \$ 40.00 | \$ 4,000.00 | \$ 57.00 | \$ 5,700.00 | \$ 40.00 | \$ 4,000.00 | \$ 46.00 | \$ 4,600.00 | \$ 75.00 | \$ 7,500.00 | \$ 63.75 | \$ 6,375.00 | \$ 53.63 | \$ 5,362.50 | | |
| 11 | 3010-F | Trench Compaction Testing | LS | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 1,650.00 | \$ 1,650.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 2,750.00 | \$ 2,750.00 | \$ 2,650.00 | \$ 2,650.00 | \$ 3,091.67 | \$ 3,091.67 | | |
| 12 | 4020-A-1 | Storm Sewer, Trenched, HDPE, 15" | LF | 280 | \$ 45.00 | \$ 12,600.00 | \$ 49.00 | \$ 13,720.00 | \$ 90.00 | \$ 25,200.00 | \$ 50.00 | \$ 14,000.00 | \$ 50.00 | \$ 14,000.00 | \$ 66.00 | \$ 18,480.00 | \$ 64.00 | \$ 17,920.00 | \$ 61.50 | \$ 17,220.00 | | |
| 13 | 4020-A-1 | Storm Sewer, Trenched, HDPE, 18" | LF | 297 | \$ 50.00 | \$ 14,850.00 | \$ 50.00 | \$ 14,850.00 | \$ 108.00 | \$ 32,076.00 | \$ 55.00 | \$ 16,335.00 | \$ 52.50 | \$ 15,592.50 | \$ 78.00 | \$ 23,166.00 | \$ 78.25 | \$ 23,240.25 | \$ 70.29 | \$ 20,876.63 | | |
| 14 | 4020-A-1 | Storm Sewer, Trenched, HDPE, 24" | LF | 27 | \$ 75.00 | \$ 2,025.00 | \$ 70.00 | \$ 1,890.00 | \$ 96.00 | \$ 2,592.00 | \$ 110.00 | \$ 2,970.00 | \$ 70.00 | \$ 1,890.00 | \$ 88.00 | \$ 2,376.00 | \$ 104.50 | \$ 2,821.50 | \$ 89.75 | \$ 2,423.25 | | |
| 15 | 4020-A-1 | Storm Sewer, Trenched, HDPE PERFORATED, 15" | LF | 92 | \$ 70.00 | \$ 6,440.00 | \$ 52.00 | \$ 4,784.00 | \$ 73.00 | \$ 6,716.00 | \$ 60.00 | \$ 5,520.00 | \$ 52.50 | \$ 4,830.00 | \$ 150.00 | \$ 13,800.00 | \$ 74.25 | \$ 6,831.00 | \$ 76.96 | \$ 7,080.17 | | |
| 16 | 4020-A-1 | Storm Sewer, Trenched, HDPE PERFORATED, 24" | LF | 204 | \$ 85.00 | \$ 17,340.00 | \$ 68.00 | \$ 13,872.00 | \$ 113.00 | \$ 23,052.00 | \$ 70.00 | \$ 14,280.00 | \$ 70.00 | \$ 14,280.00 | \$ 120.00 | \$ 24,480.00 | \$ 80.50 | \$ 16,422.00 | \$ 86.92 | \$ 17,731.00 | | |
| 17 | 4020-A-1 | Storm Sewer, Trenched, RCP, 15" | LF | 196 | \$ 50.00 | \$ 9,800.00 | \$ 51.00 | \$ 9,996.00 | \$ 82.00 | \$ 16,072.00 | \$ 70.00 | \$ 13,720.00 | \$ 52.50 | \$ 10,290.00 | \$ 99.00 | \$ 19,404.00 | \$ 105.65 | \$ 20,707.40 | \$ 76.69 | \$ 15,031.67 | | |
| 18 | 4020-A-1 | Storm Sewer, Trenched, RCP, 24" | LF | 70 | \$ 95.00 | \$ 6,650.00 | \$ 72.00 | \$ 5,040.00 | \$ 95.50 | \$ 6,685.00 | \$ 100.00 | \$ 7,000.00 | \$ 72.50 | \$ 5,075.00 | \$ 95.00 | \$ 6,650.00 | \$ 108.25 | \$ 7,577.50 | \$ 90.54 | \$ 6,332.92 | | |
| 19 | 4020-D | Removal of Storm Sewer, RCP, 15" | LF | 823 | \$ 20.00 | \$ 16,460.00 | \$ 9.00 | \$ 7,407.00 | \$ 11.50 | \$ 9,464.50 | \$ 20.00 | \$ 16,460.00 | \$ 10.00 | \$ 8,230.00 | \$ 12.50 | \$ 10,287.50 | \$ 29.00 | \$ 23,867.00 | \$ 15.33 | \$ 12,619.33 | | |
| 20 | 4040-A | Subdrain, Type 1, PE, 6" | LF | 2812 | \$ 10.00 | \$ 28,120.00 | \$ 9.00 | \$ 25,308.00 | \$ 15.50 | \$ 43,586.00 | \$ 15.00 | \$ 42,180.00 | \$ 15.00 | \$ 42,180.00 | \$ 18.00 | \$ 50,616.00 | \$ 15.85 | \$ 44,570.20 | \$ 14.73 | \$ 41,406.70 | | |
| 21 | 4040-C-1 | Subdrain Cleanout, Type A-1, 6" | EA | 11 | \$ 250.00 | \$ 2,750.00 | \$ 400.00 | \$ 4,400.00 | \$ 1,000.00 | \$ 11,000.00 | \$ 1,000.00 | \$ 11,000.00 | \$ 1,000.00 | \$ 11,000.00 | \$ 675.00 | \$ 7,425.00 | \$ 835.00 | \$ 9,185.00 | \$ 818.33 | \$ 9,001.67 | | |
| 22 | 4040-D-1 | Subdrain Outlets and Connections, CMP, 6" | EA | 25 | \$ 160.00 | \$ 4,000.00 | \$ 100.00 | \$ 2,500.00 | \$ 300.00 | \$ 7,500.00 | \$ 300.00 | \$ 7,500.00 | \$ 425.00 | \$ 10,625.00 | \$ 225.00 | \$ 5,625.00 | \$ 164.50 | \$ 4,112.50 | \$ 252.42 | \$ 6,310.42 | | |
| 23 | 5010-A | Water Main, Trenched, DIP, 12" | LF | 10 | \$ 300.00 | \$ 3,000.00 | \$ 275.00 | \$ 2,750.00 | \$ 277.50 | \$ 2,775.00 | \$ 400.00 | \$ 4,000.00 | \$ 275.00 | \$ 2,750.00 | \$ 450.00 | \$ 4,500.00 | \$ 473.25 | \$ 4,732.50 | \$ 358.46 | \$ 3,584.58 | | |
| 24 | 5010-C-2 | Fitting, DI MJ, 12" | LB | 156 | \$ 20.00 | \$ 3,120.00 | \$ 27.00 | \$ 4,212.00 | \$ 20.00 | \$ 3,120.00 | \$ 15.00 | \$ 2,340.00 | \$ 27.00 | \$ 4,212.00 | \$ 11.00 | \$ 1,716.00 | \$ 13.85 | \$ 2,160.60 | \$ 18.98 | \$ 2,960.10 | | |
| 25 | 5020-A | Valve, Gate, 12" | EA | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 4,600.00 | \$ 4,600.00 | \$ 4,500.00 | \$ 4,500.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,650.00 | \$ 5,650.00 | \$ 5,165.00 | \$ 5,165.00 | \$ 4,985.83 | \$ 4,985.83 | | |
| 26 | 5020-C | Fire Hydrant Assembly | EA | 1 | \$ 6,800.00 | \$ 6,800.00 | \$ 7,700.00 | \$ 7,700.00 | \$ 8,600.00 | \$ 8,600.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 7,700.00 | \$ 7,700.00 | \$ 8,500.00 | \$ 8,500.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 8,008.33 | \$ 8,008.33 | | |
| 27 | 5020-G | Valve Box Extension | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 550.00 | \$ 550.00 | \$ 650.00 | \$ 650.00 | \$ 500.00 | \$ 500.00 | \$ 550.00 | \$ 550.00 | \$ 250.00 | \$ 250.00 | \$ 835.00 | \$ 835.00 | \$ 555.83 | \$ 555.83 | | |
| 28 | 5020-I | Fire Hydrant Adjustment | EA | 1 | \$ 1,500.00 | \$ 1,500.00 | \$ 2,750.00 | \$ 2,750.00 | \$ 1,800.00 | \$ 1,800.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 2,750.00 | \$ 2,750.00 | \$ 1,550.00 | \$ 1,550.00 | \$ 2,600.00 | \$ 2,600.00 | \$ 2,075.00 | \$ 2,075.00 | | |
| 29 | 5020-J | Fire Hydrant Assembly Removal | EA | 1 | \$ 1,200.00 | \$ 1,200.00 | \$ 1,650.00 | \$ 1,650.00 | \$ 1,100.00 | \$ 1,100.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,650.00 | \$ 1,650.00 | \$ 1,150.00 | \$ 1,150.00 | \$ 955.00 | \$ 955.00 | \$ 1,250.83 | \$ 1,250.83 | | |
| 30 | 6010-A | Manhole, SW-401, 48" | EA | 2 | \$ 5,200.00 | \$ 10,400.00 | \$ 4,000.00 | \$ 8,000.00 | \$ 6,000.00 | \$ 12,000.00 | \$ 4,500.00 | \$ 9,000.00 | \$ 4,000.00 | \$ 8,000.00 | \$ 4,000.00 | \$ 8,000.00 | \$ 5,800.00 | \$ 11,600.00 | \$ 4,716.67 | \$ 9,433.33 | | |
| 31 | 6010-A | Manhole, SW-403, (Inside Dimensions 4'-0" X 9'-0") | EA | 1 | \$ 11,000.00 | \$ 11,000.00 | \$ 14,000.00 | \$ 14,000.00 | \$ 7,542.22 | \$ 7,542.22 | \$ 13,000.00 | \$ 13,000.00 | \$ 14,000.00 | \$ 14,000.00 | \$ 11,750.00 | \$ 11,750.00 | \$ 5,700.00 | \$ 5,700.00 | \$ 10,998.70 | \$ 10,998.70 | | |
| 32 | 6010-B | Intake, SW-501 | EA | 1 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,500.00 | \$ 4,500.00 | \$ 4,500.00 | \$ 4,500.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,300.00 | \$ 4,300.00 | \$ 4,216.67 | \$ 4,216.67 | | |
| 33 | 6010-B | Intake, SW-507, Small Box | EA | 2 | \$ 6,000.00 | \$ 12,000.00 | \$ 6,000.00 | \$ 12,000.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 11,000.00 | \$ 6,000.00 | \$ 12,000.00 | \$ 9,250.00 | \$ 18,500.00 | \$ 5,625.00 | \$ 11,250.00 | \$ 6,008.33 | \$ 12,016.67 | | |
| 34 | 6010-B | Intake, SW-509, Small Box | EA | 4 | \$ 9,000.00 | \$ 36,000.00 | \$ 6,000.00 | \$ 24,000.00 | \$ 6,250.00 | \$ 25,000.00 | \$ 8,500.00 | \$ 34,000.00 | \$ 6,000.00 | \$ 24,000.00 | \$ 10,500.00 | \$ 42,000.00 | \$ 6,300.00 | \$ 25,200.00 | \$ 7,258.33 | \$ 29,033.33 | | |
| 35 | 6010-B | Intake, SW-512, 24" | EA | 1 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 2,150.00 | \$ 2,150.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,100.00 | \$ 2,100.00 | \$ 2,458.33 | \$ 2,458.33 | | |
| 36 | 6010-B | Intake, SW-545, Extended Opening (7'-10") | EA | 3 | \$ 9,500.00 | \$ 28,500.00 | \$ 8,000.00 | \$ 24,000.00 | \$ 7,500.00 | \$ 22,500.00 | \$ 11,000.00 | \$ 33,000.00 | \$ 8,000.00 | \$ 24,000.00 | \$ 12,000.00 | \$ 36,000.00 | \$ 7,900.00 | \$ 23,700.00 | \$ 9,066.67 | \$ 27,200.00 | | |
| 37 | 6010-B | Intake, SW-545, Extended Opening (11'-10") | EA | 1 | \$ 10,500.00 | \$ 10,500.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 11,750.00 | \$ 11,750.00 | \$ 9,950.00 | \$ 9,950.00 | \$ 10,950.00 | \$ 10,950.00 | | |
| 38 | 6010-G-2 | Connection to Existing Intake | EA | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 700.00 | \$ 700.00 | \$ 1,783.33 | \$ 1,783.33 | | |
| 39 | 6010-H-2 | Remove Intake | EA | 6 | \$ 750.00 | \$ 4,500.00 | \$ 500.00 | \$ 3,000.00 | \$ 500.00 | \$ 3,000.00 | \$ 1,000.00 | \$ 6,000.00 | \$ 500.00 | \$ 3,000.00 | \$ 900.00 | \$ 5,400.00 | \$ 550.00 | \$ 3,300.00 | \$ 658.33 | \$ 3,950.00 | | |
| 40 | 7010-A | Pavement PCC, 8" Class C | SY | 7078.2 | \$ 52.00 | \$ 368,066.40 | \$ 65.25 | \$ 461,852.55 | \$ 59.00 | \$ 417,613.80 | \$ 58.00 | \$ 410,535.60 | \$ 65.00 | \$ 460,083.00 | \$ 65.00 | \$ 460,083.00 | \$ 63.25 | \$ 447,696.15 | \$ 62.58 | \$ 442,977.35 | | |
| 41 | 7010-E | Curb and Gutter, PCC Sloped 6", 2.5' - 3' wide, 8" thick | LF | 2076 | \$ 37.00 | \$ 76,812.00 | \$ 32.50 | \$ 67,470.00 | \$ 22.50 | \$ 46,710.00 | \$ 31.00 | \$ 64 | | | | | | | | | | |



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Brett Armstrong, Civil Engineer II
DATE: August 9, 2024
SUBJECT: 2021 CDBG Sidewalk Infill Project
Project No. SW-000-3248
Project Final Acceptance

The 2021 CDBG Sidewalk Infill Project is completed and ready for final acceptance. This project involved the construction of Portland Cement Concrete (PCC) sidewalks, minor grading, miscellaneous curb and gutter replacement, pedestrian ramps, and site restoration.

This project was under contract with OEL Construction Services, Inc. of Steamboat Rock, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, OEL Construction Services, Inc.

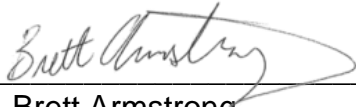
The following lien waivers have been received, reviewed by the Engineering Division, and are on file with the City Clerk:

| | |
|---|---|
| <u>OEL Construction Services, Inc. Suppliers:</u> | <u>OEL Construction Services, Inc. subcontractors:</u> - <i>Matthias Landscaping</i> |
|---|---|

This project was funded by the Community Development Block Grant and below is a breakdown of final contract costs by the funding source:

| Funding Source | Attributed Costs |
|-----------------------------------|------------------|
| Community Development Block Grant | \$188,321.60 |

I certify that the public improvements for the 2021 CDBG Sidewalk Infill Project was completed in reasonable compliance with the project plans and specifications.


Brett Armstrong 8/9/24
Date

xc: Chase Schrage, Director of Public Works
David Wicke, P.E., City Engineer
Lisa Roeding, Controller/City Treasurer

Performance, Payment and Maintenance Bond

SURETY BOND NO. S025789

KNOW ALL BY THESE PRESENTS:

That we, OEL Construction Services, Inc., as Principal (hereinafter the “Contractor” or “Principal” and Employers Mutual Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Eighty-One Thousand Four Hundred Ninety-Two and 08/100 (\$ 181,492.08), 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 CDBG Sidewalk Infill Project Project SW-000-3248

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 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 Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. SW-000-3248

Witness our hands, in triplicate, this 5th day of August, 2021.

Surety Countersigned By:
Abigail R. Mohr
Signature of Agent

Abigail R. Mohr
Printed Name of Agent

Arthur J. Gallagher
Company Name

4200 Corporate Drive, Suite 160
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-309-6200
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

OEL Construction Services, Inc.
Contractor

By: Annika Ingelund
Signature
President
Title

SURETY:

Employers Mutual Casualty Company
Surety Company

By: Abigail R. Mohr
Signature Attorney-in-Fact Officer

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

Employers Mutual Casualty Company
Company Name

P. O. Box 712
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-345-2689
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

ABIGAIL R. MOHR

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
 Number OEL Construction Services,
 Inc.
 S025789

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

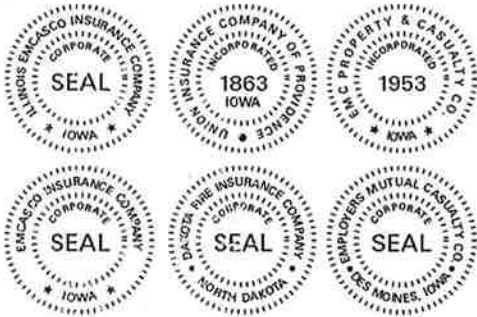
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of August, 2021.

J D Clough
 Vice President



CONTRACTOR'S APPLICATION FOR PAYMENT

No. **8**

Pay Application

| | |
|--|-------------|
| 2021 CDBG Sidewalk Infill Project | |
| Project Number: | SW-000-3248 |
| Contract Completion Date: | 04/29/22 |

| | | | |
|---------------------|---------------------------|-------------------|------------------|
| Application Period: | 06/27/24 to 06/26/24 | Application Date: | 04/27/22 |
| To (Owner): | City of Cedar Falls | Via (Engineer): | Brett Armstrong |
| From (Contractor): | OEL Construction Services | | Civil Engineer 1 |

| Change Order Summary | | |
|------------------------------------|---------------------|----------------|
| Approved Change Orders: | | |
| Number | Additions (a) | Deductions (b) |
| 1 | \$ 9,680.00 | \$ - |
| 2 | \$ 784.00 | \$ - |
| 3 | \$ 2,200.00 | \$ - |
| 4 | \$ 1,705.25 | \$ - |
| 5 | \$ - | \$ - |
| 6 | \$ - | \$ - |
| 7 | \$ - | \$ - |
| 8 | \$ - | \$ - |
| 9 | \$ - | \$ - |
| 10 | \$ - | \$ - |
| 11 | \$ - | \$ - |
| 12 | \$ - | \$ - |
| 13 | \$ - | \$ - |
| 14 | \$ - | \$ - |
| 15 | \$ - | \$ - |
| Totals | \$ 14,369.25 | \$ - |
| Net Change by Change Orders | | |
| (a) + (b) = (c) | \$ | 14,369.25 |

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By (Contractor): Trinitee Martin
 Date: 8/7/2024 Trinitee Martin

| | | |
|---|----|-------------------|
| 1. ORIGINAL CONTRACT PRICE | \$ | 181,492.08 |
| 2. NET CHANGE BY CHANGE ORDERS (c) | \$ | 14,369.25 |
| 3. CURRENT CONTRACT PRICE | \$ | 195,861.33 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate) | \$ | 188,321.60 |
| 5. RETAINAGE | | |
| a. 0% x \$ 188,321.60 Work Completed | \$ | - |
| b. 0% x \$ - Stored Materials | \$ | - |
| c. Total Retainage (Line 5a + Line 5b) | \$ | - |
| 6. CUMULATIVE LIQUIDATED DAMAGES CHARGED | | |
| 0 Days x \$ 1,000.00 Per Day | \$ | - |
| 7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6) | \$ | 188,321.60 |
| 8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application) | \$ | 178,905.52 |
| 9. AMOUNT DUE THIS APPLICATION | \$ | 9,416.08 |
| 10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c) | \$ | 188,321.60 |
| 11. % OF COMPLETION | | |
| Original Contract Price (Line 10 ÷ Line 1) | | 104% |
| Current Contract Price (Line 10 ÷ Line 3) | | 96% |

Payment of: **\$ 9,416.08** (Line 9 or Other: Attach Explanation if Other Amount)

Is Respectfully Submitted: Brett Armstrong 8/7/2024
 Brett Armstrong, Civil Engineer 1 Date

CONTRACTOR'S APPLICATION FOR PAYMENT **No. 8** **Estimate**

| | | | | | | | | | | |
|------------------------------------|--|--|--|--|--|--|---------------------------------|--|--|--|
| 2021 CDBG Sidewalk Infill Project | | | Application Period: 06/27/24 to 06/26/24 | | | | Application Date: 04/27/22 | | | |
| Project Number: SW-000-3248 | | | To (Owner): City of Cedar Falls | | | | Via (Engineer): Brett Armstrong | | | |
| Contract Completion Date: 04/29/22 | | | From (Contractor): OEL Construction Services | | | | Civil Engineer 1 | | | |

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | |
|-----------------|---|------|--------------|-------------|---------------|-------------------------------------|------------------------------------|---------------------------------------|--------------------------------------|-------------------------------|--|--|-----------------------------|-------------------------|----------------|
| Item | | | Bid Quantity | Unit Price | Bid Value | Previous Pay Application Quantities | Current Pay Application Quantities | Current Pay Application Value (E x H) | Estimated Quantity Installed (G + H) | Total Completed Value (E x J) | Value of Materials Presently Stored (Column M on Stored Materials) | Total Completed and Stored to Date (K + L) | % Original Contract (M + F) | Balance to Date (F - M) | Item Completed |
| Bid Item Number | Description | Unit | | | | | | | | | | | | | |
| 1 | REMOVAL OF SIDEWALK, PCC | SY | 46.90 | \$ 10.50 | \$ 492.45 | 6.70 | - | \$ - | 6.70 | \$ 70.35 | \$ - | \$ 70.35 | 14% | \$ 422.10 | X |
| 2 | REMOVAL OF CURB & GUTTER, 2.5 FT WIDTH | LF | 177.80 | \$ 17.50 | \$ 3,111.50 | 82.00 | - | \$ - | 82.00 | \$ 1,435.00 | \$ - | \$ 1,435.00 | 46% | \$ 1,676.50 | X |
| 3 | SIDEWALK REPLACEMENT, PCC CLASS C, 4 INCH | SY | 1,522.00 | \$ 51.00 | \$ 77,622.00 | 1,239.50 | - | \$ - | 1,239.50 | \$ 63,214.50 | \$ - | \$ 63,214.50 | 81% | \$ 14,407.50 | X |
| 4 | SIDEWALK REPLACEMENT, PCC CLASS C, 6 INCH | SY | 135.10 | \$ 63.75 | \$ 8,612.63 | 61.38 | - | \$ - | 61.38 | \$ 3,912.98 | \$ - | \$ 3,912.98 | 45% | \$ 4,699.65 | X |
| 5 | PLACE DETEDCTABLE WARNING PANELS | SF | 186.00 | \$ 35.50 | \$ 6,603.00 | 119.00 | - | \$ - | 119.00 | \$ 4,224.50 | \$ - | \$ 4,224.50 | 64% | \$ 2,378.50 | X |
| 6 | PLACE CURB & GUTTER, 2.5 FT WIDE, PCC CLASS "C" | LF | 177.80 | \$ 40.50 | \$ 7,200.90 | 129.00 | - | \$ - | 129.00 | \$ 5,224.50 | \$ - | \$ 5,224.50 | 73% | \$ 1,976.40 | X |
| 7 | CLASS 10 EXCAVATION | CY | 571.65 | \$ 35.00 | \$ 20,007.75 | 794.90 | - | \$ - | 794.90 | \$ 27,821.50 | \$ - | \$ 27,821.50 | 139% | \$ (7,813.75) | X |
| 8 | TOPSOIL, FURNISH AND SPREAD | CY | 361.30 | \$ 20.00 | \$ 7,226.00 | 361.30 | - | \$ - | 361.30 | \$ 7,226.00 | \$ - | \$ 7,226.00 | 100% | \$ - | X |
| 9 | SOD | SF | 16,773.80 | \$ 2.25 | \$ 37,741.05 | 21,443.51 | - | \$ - | 21,443.51 | \$ 48,247.90 | \$ - | \$ 48,247.90 | 128% | \$ (10,506.85) | X |
| 10 | SURFACING, 1 INCH ROADSTONE | TONS | 24.00 | \$ 35.00 | \$ 840.00 | 4.00 | - | \$ - | 4.00 | \$ 140.00 | \$ - | \$ 140.00 | 17% | \$ 700.00 | X |
| 11 | INTAKE SEDIMENT FILTER | LF | 58.00 | \$ 3.00 | \$ 174.00 | 28.00 | - | \$ - | 28.00 | \$ 84.00 | \$ - | \$ 84.00 | 48% | \$ 90.00 | X |
| 12 | UNSTABLE MATERIAL, OVER EXCAVATION | CY | 20.00 | \$ 25.00 | \$ 500.00 | - | - | \$ - | - | \$ - | \$ - | \$ - | 0% | \$ 500.00 | X |
| 13 | CONCRETE STAIRS, TYPE A | SF | 24.70 | \$ 64.00 | \$ 1,580.80 | 24.70 | - | \$ - | 24.70 | \$ 1,580.80 | \$ - | \$ 1,580.80 | 100% | \$ - | X |
| 14 | CLEARING AND GRUBBING | UNIT | 290.00 | \$ 22.00 | \$ 6,380.00 | 340.36 | - | \$ - | 340.36 | \$ 7,487.92 | \$ - | \$ 7,487.92 | 117% | \$ (1,107.92) | X |
| 15 | TRAFFIC CONTROL | LS | 1.00 | \$ 3,400.00 | \$ 3,400.00 | 1.00 | - | \$ - | 1.00 | \$ 3,400.00 | \$ - | \$ 3,400.00 | 100% | \$ - | X |
| 8000 | HydroSeeding | SF | 22,000.00 | \$ 0.44 | \$ 9,680.00 | 21,732.75 | - | \$ - | 21,732.75 | \$ 9,562.41 | \$ - | \$ 9,562.41 | 99% | \$ 117.59 | X |
| 8001 | Wattles, staw, 9" | LF | 224.00 | \$ 3.50 | \$ 784.00 | 224.00 | - | \$ - | 224.00 | \$ 784.00 | \$ - | \$ 784.00 | 100% | \$ - | X |
| 8002 | Valve (Curb Stop) Adjustments | EACH | 11.00 | \$ 200.00 | \$ 2,200.00 | 11.00 | - | \$ - | 11.00 | \$ 2,200.00 | \$ - | \$ 2,200.00 | 100% | \$ - | X |
| 8003 | Payroll Adjustments | L.S. | 1.00 | \$ 1,705.25 | \$ 1,705.25 | 1.00 | - | \$ - | 1.00 | \$ 1,705.25 | \$ - | \$ 1,705.25 | 100% | \$ - | X |
| Totals | | | | | \$ 195,861.33 | | | \$ - | | \$ 188,321.60 | \$ - | \$ 188,321.60 | | \$ 7,539.72 | |



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
Administration Division

TO: Mayor Laudick and City Council
FROM: Brett Armstrong, EI, Civil Engineer II
DATE: 8/19/2024
SUBJECT: Building Resilient Infrastructure and Communities - Grant Administration
 Project Number ST-000-3306 – Contract Time Extension

In December 2021, the City submitted a request to FEMA under the Building Resilient Infrastructure and Communities (BRIC) grant program. The program seeks to fund research-supported, proactive investment in community resilience. They offer two types of grants: scoping (studies and planning) and mitigation projects (infrastructure). The City added drainage studies to the Capital Improvements Plan in 2018. Such studies fit with the BRIC “scoping” funding.

The City has been awarded a grant for 85% of the total project. \$220,502.98 in federal and state funds, and 15% of local funds (City: \$38,912.31) comprise the total project cost of \$259,415.29. The City has been collecting storm water infrastructure data for the awarded project consultant, Strand Associates, Inc. Due to the time needed for the Consultant to analyze, study, and prepare a report on the data provided by the City, the City and consultant have requested and been granted a time extension for the Storm Water Planning Project funding in order to properly assess the city infrastructure.

The Engineering Division of the Public Works Department recommends the City Council approve the time extension for the subaward from the Iowa Department of Homeland Security and authorize the Mayor to sign the agreement.

Xc: Stephanie Sheetz, AICP, Director of Community Development
 David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works

Amendment Number Two
SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management (HSEMD)

And

City of Cedar Falls

| AWARD DOCUMENT - Commitment to Award and Accept Funds | | | |
|--|--|---------------------------------------|-----------------------------|
| Federal Assistance Listing | Building Resilient Infrastructure and Communities (BRIC) | Subrecipient Grant Agreement Number | EMK-2021-BR-041-0003 |
| Assistance Listing Number | 97.047 | | |
| Subaward Project Description | CCB - Capability and Capacity Building | Subrecipient UEI Number | EGCPJFKF3NC9 |
| Federal Awarding Agency | U.S. Department of Homeland Security (DHS), & Federal Emergency Management Agency (FEMA) | Subrecipient Prior Award Amount | \$ 259,415.29 |
| Pass-Through Entity and State Administering Agency | Iowa Department of Homeland Security & Emergency Management (HSEMD) | Amount Awarded This Action + or (-) | \$ - |
| Federal Award Date | 9/14/2022 | Total Funds Obligated | \$ 259,415.29 |
| Indirect Cost Rate | Not Applicable | Total Federal Award | \$ 194,561.46 |
| Federal Award Identification Number | EMK-2021-BR-041 | Total State Award | \$ 25,941.52 |
| Subrecipient Organization | City of Cedar Falls 220 Clay St Cedar Falls, IA 50613-2726 | Total Local Award | \$ 38,912.31 |
| Research & Development (R&D) | Non-R&D | Sub-Award Budget/Performance Period | Start Date: 9/14/2022 |
| | | | End Date: 03/31/2025 |
| Sub-Award Project Title | Cedar Falls - Stormwater Resilience Planning EMK-2021-BR-041-0003 | | |
| Federal Project Description | See Exhibit B of subaward agreement | | |

This is Amendment Number Two to the above-referenced Subaward Agreement (AGREEMENT) between Iowa Department of Homeland Security and Emergency Management (HSEMD) and the City of Cedar Falls (SUBRECIPIENT). The original AGREEMENT was executed on 12/09/2022.

Page 3 of 39, III. Period of Performance, paragraph 1, of said AGREEMENT is amended to read:

The approved Period of Performance for this subaward is from **9/14/2022 through 03/31/2025**. All work be completed prior to the end of the Period of Performance. HSEMD will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

All other paragraphs in said AGREEMENT remain unchanged.

IN WITNESS WHEREOF, HSEMD, the SUBRECIPIENT, and the AUTHORIZED REPRESENTATIVE have executed this AGREEMENT by the signatures of authorized persons of the entities and on the date indicated below:

Iowa Department of Homeland Security and
Emergency Management:

City of Cedar Falls:

Dennis Harper, Division Administrator

Danny Laudick, Mayor

Date

Date

Authorized Representative (optional)

Date



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: Mayor Laudick and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: August 12, 2024
SUBJECT: Proposed Annexation of Territory to the City of Cedar Falls, Iowa

Over the past several years, the City Council has approved the purchase of several properties located adjacent to the West Viking Road Industrial Park, for the purpose of future industrial park expansion. The properties include a 76 acre farm, and two acreages that were previously used as residences. Now that the City has acquired these properties, we would like to begin annexation proceedings in order to bring this area into the City of Cedar Falls and prepare it for future industrial use.

The annexation request will include a total of five properties. The City of Cedar Falls owns four parcels totaling 80.83 acres of land, and there is one privately owned vacant parcel that is 0.50 acres in size, for a total annexation area of 81.33 acres. The owners of the privately owned parcel have not signed the annexation application at this time, so at this time the annexation is being treated as an 80/20 annexation, which means that 80% or more of the area being annexed is comprised of consenting land owners, while 20% or less of the area being annexed is comprised of non-consenting land owners. This type of annexation request can still be considered a voluntary annexation request, so long as the reason for including a non-consenting land owner is to avoid creating an island or to create more uniform boundaries. In this case, the inclusion of the 0.5-acre privately owned parcel is to create a more uniform city limit boundary, as the new city limit line will run down the middle of S. Union Road. Without this property included in the annexation, the city limit boundary would not be uniform and would create a small notch in the boundary along S. Union Road.

Accompanying this memo you will find a voluntary annexation application for the City of Cedar Falls, which has been signed by Mayor Laudick.

Iowa law provides for certain procedures relating to proposed annexation of territory to a city. The proposed resolution which accompanies this letter accomplishes these state law requirements, as follows:

- a. Setting a time and place of consultation on the proposed annexation of territory between representatives of the City of Cedar Falls, the Black Hawk County Board

- of Supervisors and the Cedar Falls Township Trustees, since the territory proposed to be annexed lies within Cedar Falls Township and Black Hawk County.
- b. Setting a date of public hearing on the annexation applications.
 - c. Directing mailing of the notice of the consultation, and both the publication of the notice and mailing of the notice of hearing on the voluntary applications for annexation, to certain interested parties.

These requirements of state law require certain timelines which necessitate scheduling the public hearing on the proposed annexation for October 21, 2024.

Assuming that the Cedar Falls City Council approves the annexation application, the application must then be submitted to the City Development Board of the State of Iowa, for review and approval by that board, before the annexations would become final.

Staff recommends that the City Council adopt and approve the following:

1. Resolution setting time and place of consultation, directing mailing of notice of consultation, setting date of public hearing, directing publication of notice, and directing the mailing of notice of hearing, for application for voluntary annexation of real estate to the City of Cedar Falls, Iowa.

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

xc: Ron Gaines, P.E., City Administrator
Kevin Rogers, City Attorney

RESOLUTION NO. _____

RESOLUTION APPROVING FORM AND AUTHORIZING EXECUTION OF APPLICATION FOR VOLUNTARY ANNEXATION OF REAL ESTATE TO THE CITY OF CEDAR FALLS, IOWA

WHEREAS, Chapter 368 of the Iowa Code, regarding annexation proceedings, requires that the owners of real estate proposed to be annexed must file an application for voluntary annexation of the real estate with the city council of the city to which the real estate is proposed to be annexed; and

WHEREAS, the City of Cedar Falls is one of the owners of a portion of territory adjoining the city which would benefit from annexation into the city, and the City of Cedar Falls is required by law to file an application for voluntary annexation of that real estate; and

WHEREAS, a copy of the proposed application for voluntary annexation, map, and legal description of territory to proposed to be annexed into the City of Cedar Falls includes both city-owned real estate and privately-owned real estate, and the City owns 80% or more of the territory to be annexed in the application; and

WHEREAS, a copy of the proposed annexation application has been presented at this meeting, and the City Council deems it appropriate for said application to be executed by the Mayor and City Clerk on behalf of the City of Cedar Falls.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, the City Council of the City of Cedar Falls, Iowa deems it to be in the best interests of the City to authorize and approve the execution of an annexation application concerning the City-owned real estate, as depicted in Exhibit A to the application, to be filed with the City Clerk.

BE IT FUTHER RESOLVED that the form of the application for voluntary annexation of real estate presented at this meeting be and the same is hereby approved, the Mayor and City Clerk are hereby authorized and directed to sign and seal said application, substantially in the form presented at this meeting, with such changes thereto as said officers executing the same shall deem appropriate, on behalf of the City of Cedar Falls, Iowa, and to submit the application to the City Council for consideration and approval.

PASSED AND APPROVED this ____ day of _____, 2024.

Daniel Laudick, Mayor

(SEAL)

ATTEST:

Kim Kerr, CMC, City Clerk

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF CEDAR FALLS**

TO THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The undersigned, being the duly-authorized representative of the City of Cedar Falls, Iowa, as owner of the property herein described, which adjoins the City of Cedar Falls, does hereby apply in writing to the City Council of the City of Cedar Falls pursuant to Iowa Code section 368.7 for annexation to the City of Cedar Falls of the following described real property, to wit:

The South Half of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the South 110 feet of the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, except the South 110 feet thereof, and also Parcel "A" of Plat of Survey Doc. #2017-02916 filed August 12, 2016, being part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa.

The above-described land includes 80.83 acres of land owned by the City of Cedar Falls and 0.5 acres of land owned by Jerome F. and Cynthia K. Gaffney. Not more than twenty percent of the land area in this application includes territory for annexation without the consent of the owner.

A map of the territory for which this application is being filed is attached as "Exhibit A."

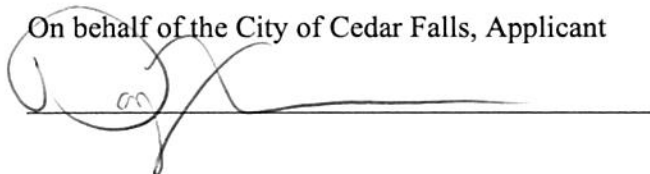
The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

The above-described land includes land to the center line of existing Black Hawk County right-of-way.

The above-described land is within the urbanized area of the City of Hudson, Iowa.

The undersigned requests the City Council approve this Application and take all steps necessary to complete the annexation in conjunction with the applications of all other property owners of the adjoining territory who may apply in writing requesting annexation.

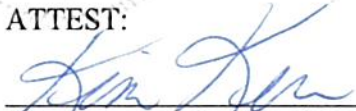
On behalf of the City of Cedar Falls, Applicant



Daniel Laudick, Mayor

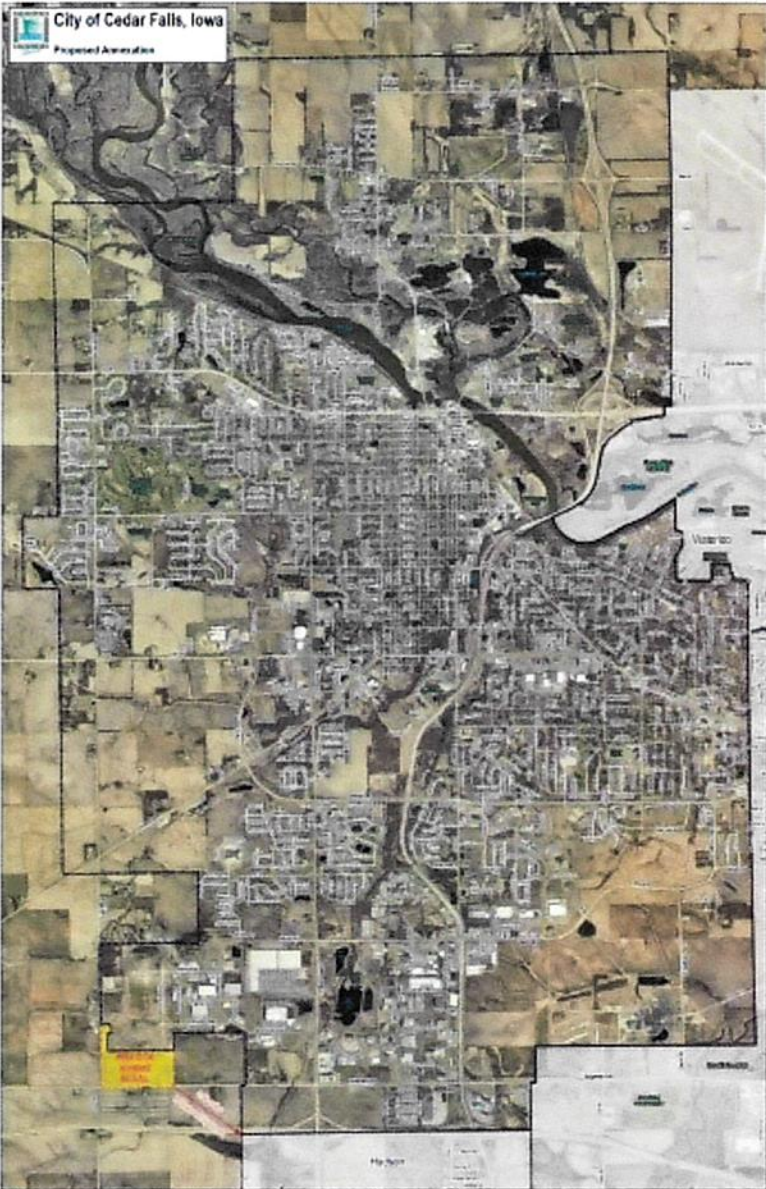


ATTEST:



Kim Kerr, CMC, City Clerk

EXHIBIT A – MAP OF TERRITORY



CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

RESOLUTION NO. _____

**RESOLUTION SETTING TIME AND PLACE OF CONSULTATION,
DIRECTING MAILING OF NOTICE OF CONSULTATION,
SETTING DATE OF PUBLIC HEARING, DIRECTING
PUBLICATION OF NOTICE, AND DIRECTING THE MAILING OF
NOTICE OF HEARING ON PROPOSED VOLUNTARY
ANNEXATION FOR WHICH 80% OR MORE OWNERS REQUEST
ANNEXATION**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has caused to be filed an application for annexation in which the City is the owner of 80% or more of the territory to be annexed, requesting annexation to the City of Cedar Falls, Iowa, of certain contiguous parcels of real estate consisting of approximately 81.33 acres of land situated west of current Cedar Falls city limits, collectively comprising territory adjoining the City and legally described as follows:

The South Half of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the South 110 feet of the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, except the South 110 feet thereof, and also Parcel "A" of Plat of Survey Doc. #2017-02916 filed August 12, 2016, being part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa.

WHEREAS, the real estate that is proposed to be annexed is within two (2) miles of the corporate boundaries of the City of Hudson, Iowa; and

WHEREAS, the real estate proposed to be annexed includes a portion of the east one-half (1/2) of the S. Union Road right-of-way, which is owned by, or subject to an easement in favor of, Black Hawk County, Iowa; and

WHEREAS, a time for a consultation on the proposed annexation between the annexing city and the county and the township that contains the territory to be annexed shall be set, with said consultation to be held at least fourteen (14) business days before notice of the annexation applications is mailed to certain parties, and notice of said consultation must be sent to the board of supervisors of said county and to the township trustees of said township in accordance with Iowa Code Chapter 368; and

WHEREAS, before the proposal for annexation may be acted upon, a public hearing is to be held by the City Council of the City of Cedar Falls, Iowa in accordance with Iowa Code Chapter 368; and

WHEREAS, notice of said hearing must be published in an official county newspaper in the county in which the property to be annexed is contained, at least ten (10) business days prior to the public hearing; and

WHEREAS, the City of Cedar Falls is required to provide written notice of the filing of the application and of the time and place of the public hearing on said applications to certain interested parties, at least fourteen (14) business days prior to the public hearing, by certified mail, which interested parties include the City Council of Hudson, Iowa; the Chairperson of the Black Hawk County Board of Supervisors; Iowa Northland Regional Council of Governments, which is the regional planning authority of the property proposed to be annexed; the Black Hawk County Attorney; the owners of property adjoining the territory to be annexed which is not located in the annexing city, and all public utilities that serve the property proposed to be annexed; and

WHEREAS, the published and mailed notices are to include the time and place of the consultation and the time and place of the public hearing, and the legal description of the properties proposed to be annexed; and

WHEREAS, the City Council deems it appropriate to set the time and place for a consultation between the appointed representative on behalf of the City of Cedar Falls, the Black Hawk County Board of Supervisors, and the Trustees of Cedar Falls Township, and to direct the mailing of notice of the time and place of the consultation, including a copy of the applications, and a map of the territory showing its location in relationship to the City of Cedar Falls; and

WHEREAS, the City Council deems it appropriate to set the time and place of public hearing thereon, to direct the publication of notice and the mailing of notice of the application by certified mail, both to include the time and place of hearing on and the legal description of the property proposed to be annexed, in accordance with law.

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

Section 1. That a consultation shall be held on the 9th day of September, 2024, at 4:00 o'clock p.m., in Conference Room 2 of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, 50613, with representatives of the City of Cedar Falls, the Black Hawk County Board of Supervisors, and the Cedar Falls Township Trustees.

Section 2. That the City Clerk or her designee is directed to mail by certified mail, return receipt requested, a written notice of the time and place of the consultation, together with a copy of the annexation applications, a legal description of the territory proposed to be annexed, and a map of the territory showing its location in relationship to the City of Cedar Falls, to the Black Hawk County Board of Supervisors and to the Cedar Falls Township Trustees, such notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF CEDAR FALLS, STATE OF IOWA AND EACH COUNTY AND TOWNSHIP THAT CONTAINS ALL OR A PORTION OF A PROPOSED ANNEXATION TERRITORY

The City of Cedar Falls, State of Iowa, has received an application for voluntary annexation to the City (a copy of which is attached hereto) for certain property adjacent to current City limits from owners of said property in which not more than 20% of the land is being included without the consent of the owner to avoid creating an island or to create more uniform boundaries, which property is legally description as follows:

The South Half of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the South 110 feet of the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, except the South 110 feet thereof, and also Parcel "A" of Plat of Survey Doc. #2017-02916 filed August 12, 2016, being part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa.

The City of Cedar Falls, State of Iowa will hold a consultation meeting, commencing at 4:00 P.M. on September 9, 2024, in Conference Room 2 in the Cedar Falls City Hall, located at 220 Clay Street, Cedar Falls, Iowa, with each county and township that contains all or a portion of the proposed Annexation Territory.

Each county and township that contains all or a portion of the Annexation Territory may appoint one representative to attend the consultation meeting. Each such county and township may make written recommendations for modification to the proposed annexation no later than seven business days following the date of the consultation.

Council Member Chris Latta, or delegate, shall serve as the designated representative of the City of Cedar Falls, State of Iowa, for the consultation.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 368.7, Code of Iowa, as amended.

Dated this _____ day of _____, 2024.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the 21st day of October, 2024, at 7:00 p.m. in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider the application and proposal for the voluntary annexation of the property legally described in the preambles hereof into the City.

Section 4. That the City Clerk or her designee is directed to publish notice of the application and of the time and place of the public hearing and the legal description of the real estate proposed to be annexed to the City of Cedar Falls, Iowa, in the Waterloo-Cedar Falls Courier, an official county newspaper in Black Hawk County, which is the only county in which the territory proposed to be annexed is located, not less than ten (10) business days prior to the date fixed as the date for a public hearing on the proposal for annexation, October 21, 2024, such notice to be in substantially the following form:

NOTICE OF APPLICATION FOR VOLUNTARY ANNEXATION OF
PROPERTY TO THE CITY OF CEDAR FALLS, IOWA; AND THE
PUBLIC HEARING THEREON

The City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing at its meeting which commences at 7:00 p.m. on the 21st day of October, 2024, in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider an application for the voluntary annexation of territory property in which not more than 20% of the land is being included without the consent of the owner to avoid creating an island or to create more uniform boundaries, which proposed territory for annexation includes the property described as follows:

The South Half of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the South 110 feet of the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, except the South 110 feet thereof, and also Parcel "A" of Plat of Survey Doc. #2017-02916 filed August 12, 2016, being part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa.

Additional information regarding the proposed annexation may be obtained in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa. Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing. This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 368.7 of the Code of Iowa.

Dated this _____ day of _____, 2024.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 5. That, pursuant to Iowa Code section 368.7(3), the City Clerk or her designee is directed to mail by certified mail, return receipt requested, a written notice of the time and place of the public hearing and a legal description of the real estate proposed to be annexed, together with a copy of the written applications for voluntary annexation, at least fourteen (14) business days prior to October 21, 2024, but no earlier than fourteen (14) days after the date set for the consultation meeting, to the following:

- a. The Chairperson of the Black Hawk County Board of Supervisors;
- b. Black Hawk County Attorney;
- c. The City Council of the City of Hudson, Iowa;
- d. The Iowa Northland Regional Council of Governments, the regional planning authority with respect to the property proposed to be annexed;
- e. The owners of property adjoining the territory to be annexed which is not located in the annexing city; and
- f. Each public utility which serves the property proposed to be annexed.

Section 6. That any interested party may appear at the time and place of hearing and be heard, or may file written objections to the proposed annexation with the City Clerk on or before the date and time of said hearing.

ADOPTED this ____ day of _____, 20__.

Daniel Laudick, Mayor

(SEAL)

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)



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: Mayor Laudick and City Council

FROM: Shane Graham, Economic Development Coordinator

DATE: August 12, 2024

SUBJECT: Proposed Resolution Appointing Chris Latta as Representative for Annexation Consultation

Over the past several years, the City Council has approved the purchase of several properties located adjacent to the West Viking Road Industrial Park, for the purpose of future industrial park expansion. The properties include a 76 acre farm, and two acreages that were previously used as residences. Now that the City has acquired these properties, we would like to begin annexation proceedings in order to bring this area into the City of Cedar Falls and prepare it for future industrial use.

The annexation request will include a total of five properties. The City of Cedar Falls owns four parcels totaling 80.83 acres of land, and there is one privately owned vacant parcel that is 0.50 acres in size, for a total annexation area of 81.33 acres. The owners of the privately owned parcel have not signed the annexation application at this time, so at this time the annexation is being treated as an 80/20 annexation, which means that 80% or more of the area being annexed is comprised of consenting land owners, while 20% or less of the area being annexed is comprised of non-consenting land owners. This type of annexation request can still be considered a voluntary annexation request, so long as the reason for including a non-consenting land owner is to avoid creating an island or to create more uniform boundaries. In this case, the inclusion of the 0.5-acre privately owned parcel is to create a more uniform city limit boundary, as the new city limit line will run down the middle of S. Union Road. Without this property included in the annexation, the city limit boundary would not be uniform and would create a small notch in the boundary along S. Union Road.

One of the first steps in the annexation process is to hold a consultation meeting on the proposed annexation between the annexing city and the county and township that contains the territory to be annexed. The proposed area to be annexed is located within Black Hawk County, and within Cedar Falls Township, so the consultation meeting will be held with representatives from the Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees. Also, an appointed representative of the Cedar Falls City Council may also participate in the consultation meeting on behalf of the City.

Attached please find a proposed City Council Resolution approving the Mayor's appointment of City Council member Chris Latta as the Cedar Falls representative for the consultation with representatives of the Black Hawk County Board of Supervisors and Cedar Falls Township Trustees.

Staff recommends that the City Council adopt and approve the following:

1. Resolution appointing representative of the City of Cedar Falls for consultation meeting for Voluntary Annexation of Real Estate to the City of Cedar Falls, Iowa.

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

xc: Ron Gaines, P.E., City Administrator
Kevin Rogers, City Attorney

RESOLUTION NO. _____

RESOLUTION APPOINTING REPRESENTATIVE OF THE CITY OF CEDAR FALLS FOR CONSULTATION MEETING FOR VOLUNTARY ANNEXATION OF REAL ESTATE TO THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received an application for the voluntary annexation to the City of Cedar Falls, Iowa, of certain real estate within the urbanized territory of another city; and

WHEREAS, pursuant to Iowa Code Chapter 368, a consultation on the proposed annexation is to be held between the annexing city and the county and the township that contains the territory to be annexed; and

WHEREAS, an appointed representative of the Cedar Falls City Council may participate in the consultation with representatives of the Black Hawk County Board of Supervisors and the Trustees of Cedar Falls Township on behalf of the city council; and

WHEREAS, Mayor Daniel Laudick has appointed Cedar Falls City Council member Chris Latta as a representative of the City of Cedar Falls to participate in said consultation, and the City Council deems it to be in the best interests of the City of Cedar Falls to approve said appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the Mayor's appointment of Cedar Falls City Council member Chris Latta as a representative of the City of Cedar Falls to participate in the consultation with representatives of the Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees, be and the same is hereby approved.

PASSED AND APPROVED this ____ day of _____, 20__.

Daniel Laudick, Mayor

(SEAL)

ATTEST:

Kim Kerr, CMC, City Clerk

DAILY INVOICES FOR 08/19/24 COUNCIL MEETING

Item 31.

PREPARED 08/13/2024, 9:48:39
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2024

| GROUP NBR | PO NBR | ACCTG PER. | ----TRANSACTION---- | CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|---------------------------|----|----------|---------|-------------------------------|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | | |
| 101-1008-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | | |
| | 190 | | 02/25 AP | | 07/25/24 | 0400392 | IMFOA | 125.00 | | | 08/01/24 |
| | | | IA CERT. MUNI. CLERK APP | | | | KIM KERR-REISSU CK#144515 | | | | |
| | | | ACCOUNT TOTAL | | | | | 125.00 | .00 | 125.00 | |
| 101-1026-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | | | |
| | 2256 | | 12/24 AP | | 08/08/24 | 0400443 | RODENBECK, JENNIFER | 231.82 | | | 08/09/24 |
| | | | RMB:MILEAGE-GFOA CONF. | | | | ORLANDO, FL | | | | |
| | | | ACCOUNT TOTAL | | | | | 231.82 | .00 | 231.82 | |
| 101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES | | | | | | | | | | | |
| | 92 | | 01/25 AP | | 07/24/24 | 0007577 | FARMERS STATE BANK | 20.00 | | | 08/01/24 |
| | | | VOYA OUTGOING WIRE | | | | 07/26/24 PAYROLL | | | | |
| | 92 | | 01/25 AP | | 07/11/24 | 0007576 | FARMERS STATE BANK | 20.00 | | | 08/01/24 |
| | | | OUTGOING WIRE FEE | | | | LINCOLN HOSPITAL CD | | | | |
| | | | ACCOUNT TOTAL | | | | | 40.00 | .00 | 40.00 | |
| 101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | | |
| | 2101 | | 12/24 AP | | 06/25/24 | 0400418 | OFFICE EXPRESS OFFICE PRODUCT | 266.50 | | | 08/02/24 |
| | | | CARDSTOCK, BATERIES, TAPE | | | | STICKY NOTES | | | | |
| | 2101 | | 12/24 AP | | 06/25/24 | 0400427 | ULINE, INC. | 360.01 | | | 08/02/24 |
| | | | PACKING & LABEL TAPE | | | | | | | | |
| | | | ACCOUNT TOTAL | | | | | 626.51 | .00 | 626.51 | |
| 101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE | | | | | | | | | | | |
| | 7 | | 02/25 AP | | 07/01/24 | 0400415 | MOBIUS | 7,668.76 | | | 08/02/24 |
| | | | LIBRARY COURIER SERVICE | | | | FY25 | | | | |
| | 8 | | 02/25 AP | | 06/26/24 | 0400423 | QUADIENT FINANCE USA, INC. | 300.00 | | | 08/02/24 |
| | | | POSTAGE | | | | | | | | |
| | | | ACCOUNT TOTAL | | | | | 7,968.76 | .00 | 7,968.76 | |
| 101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT | | | | | | | | | | | |
| | 8 | | 02/25 AP | | 07/12/24 | 0400410 | GORDON FLESCH COMPANY INC | 1,038.79 | | | 08/02/24 |
| | | | COPIER CONTRACT | | | | 020-1483981-000 | | | | |
| | 7 | | 02/25 AP | | 07/01/24 | 0400417 | OCLC, INC. | 10,161.92 | | | 08/02/24 |
| | | | CATALOG AND METADATA SUB. | | | | FY25 | | | | |
| | 7 | | 02/25 AP | | 07/01/24 | 0400417 | OCLC, INC. | 586.56 | | | 08/02/24 |
| | | | 1 YR. SUB. WORLDSHARE ILL | | | | FY25 | | | | |
| | | | ACCOUNT TOTAL | | | | | 11,787.27 | .00 | 11,787.27 | |

PREPARED 08/13/2024, 9:48:39
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 12/2024

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|--------------------|-------------------------|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.85-01 | | | | | | UTILITIES / UTILITIES | | | | |
| 2101 | | 12/24 AP | | 07/05/24 | 0400406 | CEDAR FALLS UTILITIES | 5,643.06 | | | 08/02/24 |
| | | | | | | LIBRARY UTILITIES | | | | |
| | | | | | | ACCOUNT TOTAL | 5,643.06 | .00 | 5,643.06 | |
| 101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | | |
| 2101 | | 12/24 AP | | 06/24/24 | 0400428 | VESTIS | 23.55 | | | 08/02/24 |
| | | | | | | LIBRARY MAT SERVICE | | | | |
| 2101 | | 12/24 AP | | 06/20/24 | 0400408 | CITY LAUNDERING CO. | 74.73 | | | 08/02/24 |
| | | | | | | LIBRARY | | | | |
| 8 | | 02/25 AP | | 07/22/24 | 0400428 | VESTIS | 23.55 | | | 08/02/24 |
| | | | | | | LIBRARY MAT SERVICE | | | | |
| 7 | | 02/25 AP | | 07/08/24 | 0400428 | VESTIS | 23.55 | | | 08/02/24 |
| | | | | | | LIBRARY MAT SERVICE | | | | |
| | | | | | | ACCOUNT TOTAL | 145.38 | .00 | 145.38 | |
| 101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS | | | | | | | | | | |
| 8 | | 02/25 AP | | 07/24/24 | 0400404 | BAKER & TAYLOR BOOKS | 415.75 | | | 08/02/24 |
| | | | | | | ADULT BOOKS | | | | |
| 8 | | 02/25 AP | | 07/22/24 | 0400404 | BAKER & TAYLOR BOOKS | 672.85 | | | 08/02/24 |
| | | | | | | ADULT BOOKS | | | | |
| 8 | | 02/25 AP | | 07/19/24 | 0400404 | BAKER & TAYLOR BOOKS | 126.88 | | | 08/02/24 |
| | | | | | | ADULT BOOKS | | | | |
| 8 | | 02/25 AP | | 07/17/24 | 0400404 | BAKER & TAYLOR BOOKS | 184.35 | | | 08/02/24 |
| | | | | | | ADULT BOOKS | | | | |
| 8 | | 02/25 AP | | 07/16/24 | 0400429 | WATERLOO PUBLIC LIBRARY | 20.99 | | | 08/02/24 |
| | | | | | | ADULT BOOKS (LOST BOOK) | | | | |
| 7 | | 02/25 AP | | 07/15/24 | 0400404 | BAKER & TAYLOR BOOKS | 208.05 | | | 08/02/24 |
| | | | | | | ADULT BOOKS | | | | |
| 7 | | 02/25 AP | | 07/12/24 | 0400404 | BAKER & TAYLOR BOOKS | 322.70 | | | 08/02/24 |
| | | | | | | ADULT BOOKS | | | | |
| 7 | | 02/25 AP | | 07/09/24 | 0400404 | BAKER & TAYLOR BOOKS | 538.53 | | | 08/02/24 |
| | | | | | | ADULT BOOKS | | | | |
| 7 | | 02/25 AP | | 07/09/24 | 0400404 | BAKER & TAYLOR BOOKS | 136.05 | | | 08/02/24 |
| | | | | | | ADULT BOOKS | | | | |
| 7 | | 02/25 AP | | 07/02/24 | 0400404 | BAKER & TAYLOR BOOKS | 305.36 | | | 08/02/24 |
| | | | | | | ADULT BOOKS | | | | |
| 7 | | 02/25 AP | | 07/01/24 | 0400404 | BAKER & TAYLOR BOOKS | 262.80 | | | 08/02/24 |
| | | | | | | ADULT BOOKS | | | | |
| | | | | | | ACCOUNT TOTAL | 3,194.31 | .00 | 3,194.31 | |
| 101-1060-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS | | | | | | | | | | |
| 8 | | 02/25 AP | | 07/19/24 | 0400404 | BAKER & TAYLOR BOOKS | 183.71 | | | 08/02/24 |
| | | | | | | YOUNG ADULT BOOKS | | | | |

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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 | | | | | | | | | | |
| 101-1060-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS | | | | | | continued | | | | |
| 8 | | 02/25 AP | | 07/17/24 | 0400404 | BAKER & TAYLOR BOOKS | 210.26 | | | 08/02/24 |
| | | | | | | YOUNG ADULT BOOKS | | | | |
| 7 | | 02/25 AP | | 07/09/24 | 0400404 | BAKER & TAYLOR BOOKS | 137.63 | | | 08/02/24 |
| | | | | | | YOUNG ADULT BOOKS | | | | |
| 7 | | 02/25 AP | | 07/02/24 | 0400404 | BAKER & TAYLOR BOOKS | 101.48 | | | 08/02/24 |
| | | | | | | YOUNG ADULT BOOKS | | | | |
| 7 | | 02/25 AP | | 07/01/24 | 0400404 | BAKER & TAYLOR BOOKS | 237.60 | | | 08/02/24 |
| | | | | | | YOUNG ADULT BOOKS | | | | |
| ACCOUNT TOTAL | | | | | | | 870.68 | .00 | 870.68 | |
| 101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS | | | | | | | | | | |
| 8 | | 02/25 AP | | 07/24/24 | 0400404 | BAKER & TAYLOR BOOKS | 68.04 | | | 08/02/24 |
| | | | | | | YOUTH BOOKS | | | | |
| 8 | | 02/25 AP | | 07/22/24 | 0400404 | BAKER & TAYLOR BOOKS | 10.23 | | | 08/02/24 |
| | | | | | | YOUTH BOOKS | | | | |
| 8 | | 02/25 AP | | 07/19/24 | 0400404 | BAKER & TAYLOR BOOKS | 8.54 | | | 08/02/24 |
| | | | | | | YOUTH BOOKS | | | | |
| 8 | | 02/25 AP | | 07/17/24 | 0400404 | BAKER & TAYLOR BOOKS | 29.48 | | | 08/02/24 |
| | | | | | | YOUTH BOOKS | | | | |
| 7 | | 02/25 AP | | 07/15/24 | 0400404 | BAKER & TAYLOR BOOKS | 35.95 | | | 08/02/24 |
| | | | | | | YOUTH BOOKS | | | | |
| 7 | | 02/25 AP | | 07/12/24 | 0400404 | BAKER & TAYLOR BOOKS | 36.37 | | | 08/02/24 |
| | | | | | | YOUTH BOOKS | | | | |
| 7 | | 02/25 AP | | 07/09/24 | 0400404 | BAKER & TAYLOR BOOKS | 52.59 | | | 08/02/24 |
| | | | | | | YOUTH BOOKS | | | | |
| 7 | | 02/25 AP | | 07/09/24 | 0400404 | BAKER & TAYLOR BOOKS | 1,608.82 | | | 08/02/24 |
| | | | | | | YOUTH BOOKS | | | | |
| 7 | | 02/25 AP | | 07/03/24 | 0400404 | BAKER & TAYLOR BOOKS | 42.77 | | | 08/02/24 |
| | | | | | | YOUTH BOOKS | | | | |
| 7 | | 02/25 AP | | 07/02/24 | 0400404 | BAKER & TAYLOR BOOKS | 14.24 | | | 08/02/24 |
| | | | | | | YOUTH BOOKS | | | | |
| 7 | | 02/25 AP | | 07/01/24 | 0400404 | BAKER & TAYLOR BOOKS | 111.89 | | | 08/02/24 |
| | | | | | | YOUTH BOOKS | | | | |
| ACCOUNT TOTAL | | | | | | | 2,018.92 | .00 | 2,018.92 | |
| 101-1060-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS | | | | | | | | | | |
| 7 | | 02/25 AP | | 07/01/24 | 0400404 | BAKER & TAYLOR BOOKS | 35.99 | | | 08/02/24 |
| | | | | | | LARGE PRINT BOOKS | | | | |
| 7 | | 02/25 AP | | 07/01/24 | 0400407 | CENTER POINT LARGE PRINT | 50.34 | | | 08/02/24 |
| | | | | | | LARGE PRINT BOOKS | | | | |
| ACCOUNT TOTAL | | | | | | | 86.33 | .00 | 86.33 | |
| 101-1060-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO | | | | | | | | | | |

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|---|--------|------------|----|----------|--------------------|--|----------|---------|-----------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO | | | | | | continued | | | | |
| 8 | | 02/25 | AP | 07/24/24 | 0400404 | BAKER & TAYLOR BOOKS | 22.00 | | 08/02/24 | |
| | | | | | | ADULT CD BOOKS | | | | |
| 8 | | 02/25 | AP | 07/22/24 | 0400404 | BAKER & TAYLOR BOOKS | 30.79 | | 08/02/24 | |
| | | | | | | ADULT CD BOOKS | | | | |
| 8 | | 02/25 | AP | 07/18/24 | 0400421 | PLAYAWAY PRODUCTS | 371.19 | | 08/02/24 | |
| | | | | | | ADULT PLAYAWAY AUDIO | | | | |
| 8 | | 02/25 | AP | 07/17/24 | 0400404 | BAKER & TAYLOR BOOKS | 16.49 | | 08/02/24 | |
| | | | | | | ADULT CD BOOKS | | | | |
| 7 | | 02/25 | AP | 07/15/24 | 0400404 | BAKER & TAYLOR BOOKS | 53.33 | | 08/02/24 | |
| | | | | | | ADULT CD BOOKS | | | | |
| 7 | | 02/25 | AP | 07/09/24 | 0400404 | BAKER & TAYLOR BOOKS | 24.75 | | 08/02/24 | |
| | | | | | | ADULT CD BOOKS | | | | |
| 7 | | 02/25 | AP | 06/28/24 | 0400421 | PLAYAWAY PRODUCTS | 314.95 | | 08/02/24 | |
| | | | | | | ADULT PLAYAWAY AUDIO | | | | |
| | | | | | | ACCOUNT TOTAL | 833.50 | .00 | 833.50 | |
| 101-1060-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO | | | | | | | | | | |
| 7 | | 02/25 | AP | 07/09/24 | 0400405 | BAKER & TAYLOR ENTERTAINMENT | 11.19 | | 08/02/24 | |
| | | | | | | ADULT VIDEOS | | | | |
| 7 | | 02/25 | AP | 06/26/24 | 0400405 | BAKER & TAYLOR ENTERTAINMENT | 45.41 | | 08/02/24 | |
| | | | | | | ADULT VIDEOS | | | | |
| | | | | | | ACCOUNT TOTAL | 56.60 | .00 | 56.60 | |
| 101-1060-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES | | | | | | | | | | |
| 7 | | 02/25 | AP | 07/01/24 | 0400422 | PROQUEST, LLC | 3,310.09 | | 08/02/24 | |
| | | | | | | NEWSPAPERS.COM-IOWA SUB. FY25 | | | | |
| 7 | | 02/25 | AP | 07/01/24 | 0400422 | PROQUEST, LLC | 1,634.95 | | 08/02/24 | |
| | | | | | | ANCESTRY LIBRARY EDITION FY25 | | | | |
| 7 | | 02/25 | AP | 07/01/24 | 0400422 | PROQUEST, LLC | 1,000.07 | | 08/02/24 | |
| | | | | | | HERITAGE QUEST ONLINE FY25 | | | | |
| 7 | | 02/25 | AP | 05/21/24 | 0400416 | NEWSBANK, INC | 3,146.00 | | 08/02/24 | |
| | | | | | | COURIER, BLACK & HISPANIC LIFE, HERITAGE RENEWAL | | | | |
| | | | | | | ACCOUNT TOTAL | 9,091.11 | .00 | 9,091.11 | |
| 101-1060-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS | | | | | | | | | | |
| 7 | | 02/25 | AP | 07/13/24 | 0400409 | EBSCO INFORMATION SERVICES | 22.00 | | 08/02/24 | |
| | | | | | | MOTHER EARTH NEWS PRICE ADJUSTMENT | | | | |
| 7 | | 02/25 | AP | 06/16/24 | 0400420 | PEOPLE MAGAZINE | 144.45 | | 08/02/24 | |
| | | | | | | MAGAZINE SUB. PEOPLE 1YR. FY25 | | | | |
| | | | | | | ACCOUNT TOTAL | 166.45 | .00 | 166.45 | |

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|---|--------|---|----|----------|--------------------|-------------------------------|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | | | | | |
| 7 | | 02/25 AP | | 07/02/24 | 0400404 | BAKER & TAYLOR BOOKS | 218.22 | | | 08/02/24 |
| | | FOTL:ADULT-ADULT BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/01/24 | 0400430 | WILDHEART COACHING & EVENTS | 83.00 | | | 08/02/24 |
| | | FOTL:ADULT-DEPOSIT FEE 4 SOUND BATH PROGRAM | | | | | | | | |
| 7 | | 02/25 AP | | 07/01/24 | 0400431 | WILDHEART COACHING & EVENTS | 83.00 | | | 08/02/24 |
| | | FOTL:ADULT-REMAINDER FEE FOR SOUND BATH PROGRAM | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 384.22 | .00 | 384.22 | |
| 101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. | | | | | | | | | | |
| 2101 | | 12/24 AP | | 06/26/24 | 0400404 | BAKER & TAYLOR BOOKS | 34.15 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | | | | | |
| 2101 | | 12/24 AP | | 06/25/24 | 0400404 | BAKER & TAYLOR BOOKS | 10.78 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | | | | | |
| 2101 | | 12/24 AP | | 06/21/24 | 0400404 | BAKER & TAYLOR BOOKS | 431.21 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | | | | | |
| 2101 | | 12/24 AP | | 06/21/24 | 0400404 | BAKER & TAYLOR BOOKS | 453.73 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | | | | | |
| 2101 | | 12/24 AP | | 06/20/24 | 0400404 | BAKER & TAYLOR BOOKS | 9.58 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | | | | | |
| 8 | | 02/25 AP | | 07/25/24 | 0400425 | THE RAGGED EDGE ART BAR & GAL | 200.00 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24- HONORARIUM FOR PRESENTER | | | | | | | | |
| 8 | | 02/25 AP | | 07/24/24 | 0400411 | IFC STUDIOS | 2,250.00 | | | 08/02/24 |
| | | BERG 2 RMB BRANDING-FABLE DESIGNS | | | | | | | | |
| 8 | | 02/25 AP | | 07/24/24 | 0400404 | BAKER & TAYLOR BOOKS | 36.02 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | | | | | |
| 8 | | 02/25 AP | | 07/24/24 | 0400404 | BAKER & TAYLOR BOOKS | 26.36 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUTH BOOKS | | | | | | | | |
| 8 | | 02/25 AP | | 07/22/24 | 0400404 | BAKER & TAYLOR BOOKS | 23.96 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | | | | | |
| 8 | | 02/25 AP | | 07/22/24 | 0400404 | BAKER & TAYLOR BOOKS | 14.36 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUTH BOOKS | | | | | | | | |
| 8 | | 02/25 AP | | 07/19/24 | 0400404 | BAKER & TAYLOR BOOKS | 51.48 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | | | | | |
| 8 | | 02/25 AP | | 07/19/24 | 0400404 | BAKER & TAYLOR BOOKS | 96.97 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUTH BOOKS | | | | | | | | |
| 8 | | 02/25 AP | | 07/17/24 | 0400404 | BAKER & TAYLOR BOOKS | 318.67 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUTH BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/15/24 | 0400404 | BAKER & TAYLOR BOOKS | 19.18 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/15/24 | 0400404 | BAKER & TAYLOR BOOKS | 156.47 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUTH BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/12/24 | 0400404 | BAKER & TAYLOR BOOKS | 71.96 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/12/24 | 0400404 | BAKER & TAYLOR BOOKS | 11.98 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUTH BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/09/24 | 0400404 | BAKER & TAYLOR BOOKS | 71.92 | | | 08/02/24 |
| | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | | | | | |

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|---|--------|------------|----|----------|--------------------|--|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. | | | | | | continued | | | | |
| 7 | | 02/25 AP | | 07/09/24 | 0400404 | BAKER & TAYLOR BOOKS | 23.94 | | | 08/02/24 |
| | | | | | | BERG 2 RMB SLP '24-YOUTH BOOKS | | | | |
| 7 | | 02/25 AP | | 07/01/24 | 0400404 | BAKER & TAYLOR BOOKS | 43.86 | | | 08/02/24 |
| | | | | | | BERG 2 RMB SLP '24-YOUNG ADULT BOOKS | | | | |
| 7 | | 02/25 AP | | 07/01/24 | 0400404 | BAKER & TAYLOR BOOKS | 45.51 | | | 08/02/24 |
| | | | | | | BERG 2 RMB SLP '24-YOUTH BOOKS | | | | |
| 7 | | 02/25 AP | | 06/28/24 | 0400404 | BAKER & TAYLOR BOOKS | 903.88 | | | 08/02/24 |
| | | | | | | BERG 2 RMB SLP '24-YOUTH BOOKS | | | | |
| 7 | | 02/25 AP | | 06/24/24 | 0400424 | STROUGHMATT, DENNIS | 1,250.00 | | | 08/02/24 |
| | | | | | | BERG 2 RMB MIDWEST FRENCH CREOLE-REMAINDER FEE | | | | |
| | | | | | | ACCOUNT TOTAL | 6,555.97 | .00 | 6,555.97 | |
| 101-1060-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO | | | | | | | | | | |
| 8 | | 02/25 AP | | 07/22/24 | 0400404 | BAKER & TAYLOR BOOKS | 18.14 | | | 08/02/24 |
| | | | | | | YOUTH CD BOOKS | | | | |
| | | | | | | ACCOUNT TOTAL | 18.14 | .00 | 18.14 | |
| 101-1060-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO | | | | | | | | | | |
| 8 | | 02/25 AP | | 07/18/24 | 0400414 | MIDWEST TAPE, LLC | 38.24 | | | 08/02/24 |
| | | | | | | YOUTH VIDEOS | | | | |
| 7 | | 02/25 AP | | 07/15/24 | 0400421 | PLAYAWAY PRODUCTS | 74.99 | | | 08/02/24 |
| | | | | | | YOUTH LAUNCHPADS | | | | |
| 7 | | 02/25 AP | | 07/12/24 | 0400414 | MIDWEST TAPE, LLC | 347.11 | | | 08/02/24 |
| | | | | | | YOUTH VIDEOS | | | | |
| 7 | | 02/25 AP | | 07/03/24 | 0400414 | MIDWEST TAPE, LLC | 291.65 | | | 08/02/24 |
| | | | | | | YOUTH VIDEOS | | | | |
| | | | | | | ACCOUNT TOTAL | 751.99 | .00 | 751.99 | |
| 101-1060-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO | | | | | | | | | | |
| 7 | | 02/25 AP | | 07/01/24 | 0400404 | BAKER & TAYLOR BOOKS | 39.56 | | | 08/02/24 |
| | | | | | | YOUNG ADULT CD BOOKS | | | | |
| | | | | | | ACCOUNT TOTAL | 39.56 | .00 | 39.56 | |
| 101-1060-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS | | | | | | | | | | |
| 8 | | 02/25 AP | | 07/23/24 | 0400419 | OVERDRIVE, INC. | 27.50 | | | 08/02/24 |
| | | | | | | ADULT E-BOOKS | | | | |
| 7 | | 02/25 AP | | 07/16/24 | 0400419 | OVERDRIVE, INC. | 82.50 | | | 08/02/24 |
| | | | | | | ADULT E-BOOKS | | | | |
| 7 | | 02/25 AP | | 07/16/24 | 0400419 | OVERDRIVE, INC. | 49.99 | | | 08/02/24 |
| | | | | | | ADULT AUDIO BOOKS | | | | |
| 7 | | 02/25 AP | | 07/16/24 | 0400419 | OVERDRIVE, INC. | 126.64 | | | 08/02/24 |

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| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS | | | | | | continued | | | | |
| 7 | | 02/25 AP | | 07/16/24 | 0400419 OVERDRIVE, INC. | 69.99 | | | 08/02/24 | |
| | | ADULT E-BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/12/24 | 0400419 OVERDRIVE, INC. | 69.99 | | | 08/02/24 | |
| | | ADULT AUDIO BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/09/24 | 0400419 OVERDRIVE, INC. | 54.45 | | | 08/02/24 | |
| | | ADULT E-BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/09/24 | 0400419 OVERDRIVE, INC. | 258.17 | | | 08/02/24 | |
| | | ADULT E-BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/09/24 | 0400419 OVERDRIVE, INC. | 121.73 | | | 08/02/24 | |
| | | ADULT AUDIO BOOKS | | | | | | | | |
| 8 | | 02/25 AP | | 07/09/24 | 0400412 LIBRARY IDEAS, LLC | 8,997.00 | | | 08/02/24 | |
| | | FREGAL MUSIC & STREAMING SUB FY25 | | | | | | | | |
| 7 | | 02/25 AP | | 07/06/24 | 0400419 OVERDRIVE, INC. | 593.13 | | | 08/02/24 | |
| | | ADULT E-BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/06/24 | 0400419 OVERDRIVE, INC. | 240.43 | | | 08/02/24 | |
| | | ADULT AUDIO BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/05/24 | 0400419 OVERDRIVE, INC. | 92.50 | | | 08/02/24 | |
| | | ADULT E-BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/05/24 | 0400419 OVERDRIVE, INC. | 792.09 | | | 08/02/24 | |
| | | ADULT E-BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/05/24 | 0400419 OVERDRIVE, INC. | 710.41 | | | 08/02/24 | |
| | | ADULT AUDIO BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/03/24 | 0400419 OVERDRIVE, INC. | 601.02 | | | 08/02/24 | |
| | | ADULT E-BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/03/24 | 0400419 OVERDRIVE, INC. | 1,230.40 | | | 08/02/24 | |
| | | ADULT AUDIO BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/02/24 | 0400419 OVERDRIVE, INC. | 59.99 | | | 08/02/24 | |
| | | ADULT E-BOOKS | | | | | | | | |
| 7 | | 02/25 AP | | 07/02/24 | 0400419 OVERDRIVE, INC. | 149.98 | | | 08/02/24 | |
| | | ADULT AUDIO BOOKS | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 14,327.91 | 0.00 | 14,327.91 | |
| 101-1060-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS | | | | | | | | | | |
| 7 | | 02/25 AP | | 08/01/24 | 0400426 TUMBLEWEED PRESS INC | 799.00 | | | 08/02/24 | |
| | | SUB 2 TUMBLE LIB. PREMIUM FY25 | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 799.00 | 0.00 | 799.00 | |
| 101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS | | | | | | | | | | |
| 2101 | | 12/24 AP | | 06/26/24 | 0400404 BAKER & TAYLOR BOOKS | 145.35 | | | 08/02/24 | |
| | | ADULT BOOKS | | | | | | | | |
| 2101 | | 12/24 AP | | 06/25/24 | 0400404 BAKER & TAYLOR BOOKS | 666.61 | | | 08/02/24 | |
| | | ADULT BOOKS | | | | | | | | |
| 2101 | | 12/24 AP | | 06/25/24 | 0400404 BAKER & TAYLOR BOOKS | 192.39 | | | 08/02/24 | |
| | | ADULT BOOKS | | | | | | | | |

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| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS | | | | | | continued | | | | |
| 2101 | | 12/24 | AP | 06/25/24 | 0400404 | BAKER & TAYLOR BOOKS | 20.85 | | 08/02/24 | |
| | | | | | | ADULT BOOKS (WL) | | | | |
| 2101 | | 12/24 | AP | 06/21/24 | 0400404 | BAKER & TAYLOR BOOKS | 655.51 | | 08/02/24 | |
| | | | | | | ADULT BOOKS | | | | |
| 2101 | | 12/24 | AP | 06/20/24 | 0400404 | BAKER & TAYLOR BOOKS | 102.03 | | 08/02/24 | |
| | | | | | | ADULT BOOKS | | | | |
| 2101 | | 12/24 | AP | 06/20/24 | 0400404 | BAKER & TAYLOR BOOKS | 35.62 | | 08/02/24 | |
| | | | | | | ADULT BOOKS | | | | |
| | | | | | | ACCOUNT TOTAL | 1,818.36 | .00 | 1,818.36 | |
| 101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS | | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/26/24 | 0400404 | BAKER & TAYLOR BOOKS | 7.19 | | 08/02/24 | |
| | | | | | | YOUNG ADULT BOOKS | | | | |
| 2101 | | 12/24 | AP | 06/25/24 | 0400404 | BAKER & TAYLOR BOOKS | 49.19 | | 08/02/24 | |
| | | | | | | YOUNG ADULT BOOKS | | | | |
| 2101 | | 12/24 | AP | 06/20/24 | 0400404 | BAKER & TAYLOR BOOKS | 459.49 | | 08/02/24 | |
| | | | | | | YOUNG ADULT BOOKS | | | | |
| | | | | | | ACCOUNT TOTAL | 515.87 | .00 | 515.87 | |
| 101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS | | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/26/24 | 0400404 | BAKER & TAYLOR BOOKS | 108.68 | | 08/02/24 | |
| | | | | | | YOUTH BOOKS | | | | |
| 2101 | | 12/24 | AP | 06/25/24 | 0400404 | BAKER & TAYLOR BOOKS | 105.49 | | 08/02/24 | |
| | | | | | | YOUTH BOOKS | | | | |
| 2101 | | 12/24 | AP | 06/20/24 | 0400404 | BAKER & TAYLOR BOOKS | 209.11 | | 08/02/24 | |
| | | | | | | YOUTH BOOKS | | | | |
| 2101 | | 12/24 | AP | 06/20/24 | 0400404 | BAKER & TAYLOR BOOKS | 25.99 | | 08/02/24 | |
| | | | | | | YOUTH BOOKS | | | | |
| 2101 | | 12/24 | AP | 06/18/24 | 0400413 | MICROMARKETING, LLC | 30.38 | | 08/02/24 | |
| | | | | | | YOUTH BOOKS | | | | |
| 2101 | | 12/24 | AP | 06/05/24 | 0400413 | MICROMARKETING, LLC | 162.17 | | 08/02/24 | |
| | | | | | | YOUTH BOOKS | | | | |
| | | | | | | ACCOUNT TOTAL | 641.82 | .00 | 641.82 | |
| 101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS | | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/26/24 | 0400404 | BAKER & TAYLOR BOOKS | 38.99 | | 08/02/24 | |
| | | | | | | LARGE PRINT BOOKS | | | | |
| 2101 | | 12/24 | AP | 06/20/24 | 0400404 | BAKER & TAYLOR BOOKS | 38.64 | | 08/02/24 | |
| | | | | | | LARGE PRINT BOOKS | | | | |
| | | | | | | ACCOUNT TOTAL | 77.63 | .00 | 77.63 | |

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| FUND 101 GENERAL FUND | | | | | | | | | | | |
| 101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO | | | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/26/24 | 0400404 | BAKER & TAYLOR BOOKS | 19.24 | | | 08/02/24 | |
| | | ADULT CD BOOKS | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/20/24 | 0400404 | BAKER & TAYLOR BOOKS | 20.32 | | | 08/02/24 | |
| | | ADULT CD BOOKS | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 39.56 | .00 | | 39.56 |
| 101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO | | | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/21/24 | 0400405 | BAKER & TAYLOR ENTERTAINMENT | 172.11 | | | 08/02/24 | |
| | | ADULT VIDEOS | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 172.11 | .00 | | 172.11 |
| 101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS | | | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/28/24 | 0400419 | OVERDRIVE, INC. | 705.04 | | | 08/02/24 | |
| | | ADULT E-BOOKS | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/28/24 | 0400419 | OVERDRIVE, INC. | 1,581.80 | | | 08/02/24 | |
| | | ADULT AUDIO BOOKS | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/25/24 | 0400419 | OVERDRIVE, INC. | 182.49 | | | 08/02/24 | |
| | | ADULT E-BOOKS | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/25/24 | 0400419 | OVERDRIVE, INC. | 124.98 | | | 08/02/24 | |
| | | ADULT AUDIO BOOKS | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/21/24 | 0400419 | OVERDRIVE, INC. | 165.49 | | | 08/02/24 | |
| | | ADULT E-BOOKS | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/21/24 | 0400419 | OVERDRIVE, INC. | 369.01 | | | 08/02/24 | |
| | | ADULT AUDIO BOOKS | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 3,128.81 | .00 | | 3,128.81 |
| 101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS | | | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/30/24 | 0400419 | OVERDRIVE, INC. | 39.99 | | | 08/02/24 | |
| | | YOUNG ADULT E-BOOKS | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/24/24 | 0400419 | OVERDRIVE, INC. | 816.60 | | | 08/02/24 | |
| | | YOUNG ADULT E-BOOKS | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/24/24 | 0400419 | OVERDRIVE, INC. | 1,704.18 | | | 08/02/24 | |
| | | YOUNG ADULT AUDIO BOOKS | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 2,560.77 | .00 | | 2,560.77 |
| 101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS | | | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/30/24 | 0400419 | OVERDRIVE, INC. | 49.99 | | | 08/02/24 | |
| | | YOUTH AUDIO BOOKS | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/26/24 | 0400419 | OVERDRIVE, INC. | 382.69 | | | 08/02/24 | |
| | | YOUTH E-BOOKS | | | | | | | | | |
| 2101 | | 12/24 | AP | 06/26/24 | 0400419 | OVERDRIVE, INC. | 479.46 | | | 08/02/24 | |

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| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS | | | | | | continued | | | | |
| YOUTH AUDIO BOOKS | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 912.14 | .00 | 912.14 | |
| 101-1118-441.81-98 PROFESSIONAL SERVICES / ECONOMIC DEVELOPMENT ACT. | | | | | | | | | | |
| 199 | | 02/25 AP | | 07/19/24 | 0400400 | LAUDICK, DANIEL | 55.88 | | | 08/05/24 |
| RMB:MEAL-LAUDICK/GRAHAM | | | | | | ECON. DEV. MTG W/ RYAN CO | | | | |
| ACCOUNT TOTAL | | | | | | | 55.88 | .00 | 55.88 | |
| 101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES | | | | | | | | | | |
| 243 | | 02/25 AP | | 08/08/24 | 0400433 | BLACK HAWK CO.RECORDER | 17.00 | | | 08/09/24 |
| RCD:RESOLUTION #23,736 | | | | | | MIDWEST DEVELOPMENT CO. | | | | |
| 190 | | 02/25 AP | | 07/31/24 | 0400389 | BLACK HAWK CO.RECORDER | 7.00 | | | 08/01/24 |
| RCD:LIEN RELEASE | | | | | | DEKOCK-315 W. 11TH ST. | | | | |
| 190 | | 02/25 AP | | 07/31/24 | 0400389 | BLACK HAWK CO.RECORDER | 7.00 | | | 08/01/24 |
| RCD:LIEN RELEASE | | | | | | DEKOCK-1106 W. 9TH ST. | | | | |
| 190 | | 02/25 AP | | 07/29/24 | 0400390 | BLACK HAWK CO.RECORDER | 22.00 | | | 08/01/24 |
| RCD:RESOLUTION #23,703 | | | | | | HESSE QUIT CLAIM DEED | | | | |
| 190 | | 02/25 AP | | 07/29/24 | 0400390 | BLACK HAWK CO.RECORDER | 5.00 | | | 08/01/24 |
| RCD:DEED FEE-HESSE | | | | | | REISSUE CK #400360 | | | | |
| ACCOUNT TOTAL | | | | | | | 58.00 | .00 | 58.00 | |
| 101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS | | | | | | | | | | |
| 190 | | 02/25 AP | | 07/30/24 | 0400388 | BILL NIBBELINK | 146.63 | | | 08/01/24 |
| REF:FOIA REQ.-PAID 7/2/24 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 146.63 | .00 | 146.63 | |
| 101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | | |
| 243 | | 02/25 AP | | 08/08/24 | 0400440 | GUETZKO, LUKAS | 60.00 | | | 08/09/24 |
| UMPIRING | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 60.00 | .00 | 60.00 | |
| 101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS | | | | | | | | | | |
| 243 | | 02/25 AP | | 08/08/24 | 0400444 | TRI-COUNTY HEAD START | 90.00 | | | 08/09/24 |
| REFUND-CONCESSION RENTAL | | | | | | MISCOMMUNICATION | | | | |
| ACCOUNT TOTAL | | | | | | | 90.00 | .00 | 90.00 | |
| 101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS | | | | | | | | | | |

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| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS | | | | | | | continued | | | |
| 190 | | 02/25 AP | | 07/30/24 | 0400396 | RHONDA SCHROEDER REFUND-SECURITY DEPOSIT | 50.00 | | | 08/01/24 |
| | | | | | | ACCOUNT TOTAL | 50.00 | .00 | 50.00 | |
| 101-4511-414.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 243 | | 02/25 AP | | 07/20/24 | 0400436 | CEDAR FALLS UTILITIES UTILITIES THRU 07/20/24 | 2,993.84 | | | 08/09/24 |
| | | | | | | ACCOUNT TOTAL | 2,993.84 | .00 | 2,993.84 | |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 243 | | 02/25 AP | | 07/20/24 | 0400436 | CEDAR FALLS UTILITIES UTILITIES THRU 07/20/24 | 77.53 | | | 08/09/24 |
| | | | | | | ACCOUNT TOTAL | 77.53 | .00 | 77.53 | |
| 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | | | | | | | | |
| 190 | | 02/25 AP | | 07/23/24 | 0400393 | MANTERNACH, KYLE RMB:OPT.EQUP.FLASHLIGHT AMAZON.COM | 84.25 | | | 08/01/24 |
| | | | | | | ACCOUNT TOTAL | 84.25 | .00 | 84.25 | |
| 101-5521-415.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 243 | | 02/25 AP | | 07/20/24 | 0400436 | CEDAR FALLS UTILITIES UTILITIES THRU 07/20/24 | 2,730.19 | | | 08/09/24 |
| | | | | | | ACCOUNT TOTAL | 2,730.19 | .00 | 2,730.19 | |
| 101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS | | | | | | | | | | |
| 243 | | 02/25 AP | | 07/20/24 | 0400436 | CEDAR FALLS UTILITIES UTILITIES THRU 07/20/24 | 57.20 | | | 08/09/24 |
| | | | | | | ACCOUNT TOTAL | 57.20 | .00 | 57.20 | |
| 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | | | | | |
| 243 | | 02/25 AP | | 07/30/24 | 0400445 | YATES, KELLI RMB:UNIFORM ALLOWANCE GALLS | 36.73 | | | 08/09/24 |
| 243 | | 02/25 AP | | 07/26/24 | 0400432 | BERTE, CRAIG RMB:UNIFORM ALLOWANCE SCHEELS | 171.20 | | | 08/09/24 |
| 190 | | 02/25 AP | | 07/23/24 | 0400395 | O'NEILL, DENNIS RMB:UNIFORM ALLOWANCE WALMART | 11.77 | | | 08/01/24 |
| 190 | | 02/25 AP | | 07/22/24 | 0400395 | O'NEILL, DENNIS | 56.69 | | | 08/01/24 |

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| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-5521-415.89-40 | | | | | | MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | continued |
| | | | | | | RMB:UNIFORM ALLOWANCE WALMART | | | | |
| | | | | | | ACCOUNT TOTAL | 276.39 | .00 | 276.39 | |
| 101-6613-433.85-01 | | | | | | UTILITIES / UTILITIES | | | | |
| 243 | | 02/25 AP | | 07/20/24 | 0400436 | CEDAR FALLS UTILITIES | 317.59 | | | 08/09/24 |
| | | | | | | UTILITIES THRU 07/20/24 | | | | |
| | | | | | | ACCOUNT TOTAL | 317.59 | .00 | 317.59 | |
| 101-6616-446.85-01 | | | | | | UTILITIES / UTILITIES | | | | |
| 243 | | 02/25 AP | | 07/20/24 | 0400436 | CEDAR FALLS UTILITIES | 815.84 | | | 08/09/24 |
| | | | | | | UTILITIES THRU 07/20/24 | | | | |
| | | | | | | ACCOUNT TOTAL | 815.84 | .00 | 815.84 | |
| 101-6623-423.85-01 | | | | | | UTILITIES / UTILITIES | | | | |
| 243 | | 02/25 AP | | 07/20/24 | 0400436 | CEDAR FALLS UTILITIES | 332.60 | | | 08/09/24 |
| | | | | | | UTILITIES THRU 07/20/24 | | | | |
| | | | | | | ACCOUNT TOTAL | 332.60 | .00 | 332.60 | |
| 101-6625-432.81-44 | | | | | | PROFESSIONAL SERVICES / USGS RIVER GAUGE | | | | |
| 190 | | 02/25 AP | | 07/22/24 | 0400394 | MIDAMERICAN ENERGY | 10.44 | | | 08/01/24 |
| | | | | | | FINCHFORD RIVER GAUGE 06/20-07/22/24 | | | | |
| | | | | | | ACCOUNT TOTAL | 10.44 | .00 | 10.44 | |
| 101-6633-423.85-01 | | | | | | UTILITIES / UTILITIES | | | | |
| 243 | | 02/25 AP | | 07/20/24 | 0400436 | CEDAR FALLS UTILITIES | 811.67 | | | 08/09/24 |
| | | | | | | UTILITIES THRU 07/20/24 | | | | |
| | | | | | | ACCOUNT TOTAL | 811.67 | .00 | 811.67 | |
| | | | | | | FUND TOTAL | 84,597.61 | .00 | 84,597.61 | |

FUND 203 TAX INCREMENT FINANCING

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| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| 206-6637-436.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 243 | | 02/25 AP | | 07/20/24 | 0400436 CEDAR FALLS UTILITIES | 1,752.52 | | 08/09/24 | |
| | | | | | UTILITIES THRU 07/20/24 | | | | |
| | | | | | ACCOUNT TOTAL | 1,752.52 | .00 | 1,752.52 | |
| 206-6647-436.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 243 | | 02/25 AP | | 07/20/24 | 0400436 CEDAR FALLS UTILITIES | 2,761.94 | | 08/09/24 | |
| | | | | | UTILITIES THRU 07/20/24 | | | | |
| | | | | | ACCOUNT TOTAL | 2,761.94 | .00 | 2,761.94 | |
| | | | | | FUND TOTAL | 4,514.46 | .00 | 4,514.46 | |
| FUND 215 HOSPITAL FUND | | | | | | | | | |
| FUND 216 POLICE BLOCK GRANT FUND | | | | | | | | | |
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040410 BAUCH, JAMES C | 322.00 | | 07/31/24 | |
| | | | | | HAP Lewis H 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040454 RINNELS, DOUGLAS G. | 850.00 | | 07/31/24 | |
| | | | | | HAP Hoffman K 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040417 CHESTNUT, SHAWN | 520.00 | | 07/31/24 | |
| | | | | | HAP Chestnut N 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040425 EXCEPTIONAL PERSONS,INC. | 405.00 | | 07/31/24 | |
| | | | | | HAP Moore M 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040425 EXCEPTIONAL PERSONS,INC. | 53.00 | | 07/31/24 | |
| | | | | | HAP Epperson M 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040425 EXCEPTIONAL PERSONS,INC. | 425.00 | | 07/31/24 | |
| | | | | | HAP Blake M 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040425 EXCEPTIONAL PERSONS,INC. | 40.00 | | 07/31/24 | |
| | | | | | HAP Houdek C 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040425 EXCEPTIONAL PERSONS,INC. | 287.00 | | 07/31/24 | |
| | | | | | HAP Poldberg J 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040425 EXCEPTIONAL PERSONS,INC. | 418.00 | | 07/31/24 | |
| | | | | | HAP Myers J 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040425 EXCEPTIONAL PERSONS,INC. | 388.00 | | 07/31/24 | |
| | | | | | HAP Nissen A 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040425 EXCEPTIONAL PERSONS,INC. | 414.00 | | 07/31/24 | |
| | | | | | HAP Anderson B 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040429 GOLD FALLS VILLA | 482.00 | | 07/31/24 | |
| | | | | | HAP Shuman J 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040427 GEELAN, JOSEPH N. | 356.00 | | 07/31/24 | |
| | | | | | HAP Juhl A 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040408 BARTELT PROPERTIES L.C. | 1,050.00 | | 07/31/24 | |
| | | | | | HAP Avino G 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040408 BARTELT PROPERTIES L.C. | 541.00 | | 07/31/24 | |

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| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued | | | | | | | | | | |
| 167 | | | | 02/25 | AP 08/01/24 0040408 | HAP_Luck L 082024 BARTELT PROPERTIES L.C. | 454.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040462 | HAP_Woodward C 082024 VALDIVIA, OSCAR J. | 1,049.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040466 | HAP_Davis C 082024 WILKEN PROPERTIES, LLC | 860.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040466 | HAP_Barfels K 082024 WILKEN PROPERTIES, LLC | 405.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040466 | HAP_Andersen L 082024 WILKEN PROPERTIES, LLC | 145.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040452 | HAP_Godbey J 082024 PURDY PROPERTIES, LLC | 953.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040411 | HAP_Cummings A 082024 BETH N BROS LLC | 838.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040421 | HAP_Beaman D 082024 D & J PROPERTIES | 775.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040421 | HAP_Mitchell L 082024 D & J PROPERTIES | 707.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040421 | HAP_Burkhardt J 082024 D & J PROPERTIES | 600.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040421 | HAP_Grant F 082024 D & J PROPERTIES | 401.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040421 | HAP_Rogers S 082024 D & J PROPERTIES | 775.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040457 | HAP_Keys A 082024 STANDARD FAMILY ASSIST.LIVING | 275.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040414 | HAP_Refshaug T 082024 CEDAR APARTMENTS LLC | 237.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040414 | HAP_Becerra C 082024 CEDAR APARTMENTS LLC | 309.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040458 | HAP_Groskurth D 082024 SWEETING, LARRY | 1,000.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040419 | HAP_Schumacher D 082024 CITY OF CARLSBAD | 3,642.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040434 | HAP_Levry S 082024 HUNNY HOMES, LLC | 739.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040434 | HAP_Lange S 082024 HUNNY HOMES, LLC | 86.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040435 | HAP_Prior D 082024 IACE LINCOLN MHP LLC | 498.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040435 | HAP_Wilder S 082024 IACE LINCOLN MHP LLC | 625.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040435 | HAP_Rule S 082024 IACE LINCOLN MHP LLC | 340.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040435 | HAP_Cochran S 082024 IACE LINCOLN MHP LLC | 357.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040465 | HAP_Jones T 082024 WASSERFORT, JOAN K. | 1,048.00 | | | 07/31/24 |
| | | | | | | HAP_Vasquez A 082024 | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
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| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | | | | | |
| | | | | | | | | | | continued |
| 167 | | 02/25 AP | | 08/01/24 | 0040407 | BARKER, CARMEN | 800.00 | | | 07/31/24 |
| | | HAP Nimmo J 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 49.00 | | | 07/31/24 |
| | | HAP Powell A 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 546.00 | | | 07/31/24 |
| | | HAP Johnson B 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 447.00 | | | 07/31/24 |
| | | HAP Gray P 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 538.00 | | | 07/31/24 |
| | | HAP Sturgeon C 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 609.00 | | | 07/31/24 |
| | | HAP Mahler D 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 542.00 | | | 07/31/24 |
| | | HAP Siebel M 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 370.00 | | | 07/31/24 |
| | | HAP Cannon K 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 293.00 | | | 07/31/24 |
| | | HAP Bruns K 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 311.00 | | | 07/31/24 |
| | | HAP Duwa C 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 490.00 | | | 07/31/24 |
| | | HAP Kelly K 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 481.00 | | | 07/31/24 |
| | | HAP Brown G 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 439.00 | | | 07/31/24 |
| | | HAP Overkamp D 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 540.00 | | | 07/31/24 |
| | | HAP Miller M 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 464.00 | | | 07/31/24 |
| | | HAP Deck J 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 160.00 | | | 07/31/24 |
| | | HAP Welshans D 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 540.00 | | | 07/31/24 |
| | | HAP Lang M 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 668.00 | | | 07/31/24 |
| | | HAP Beebe B 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 440.00 | | | 07/31/24 |
| | | HAP Graas A 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 219.00 | | | 07/31/24 |
| | | HAP Delamore Jr D 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 496.00 | | | 07/31/24 |
| | | HAP Fain S 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 514.00 | | | 07/31/24 |
| | | HAP Schossow I 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 478.00 | | | 07/31/24 |
| | | HAP Newson C 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 790.00 | | | 07/31/24 |
| | | HAP Werner R 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040450 | PARK @ NINE23 MANOR | 546.00 | | | 07/31/24 |

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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 | | | | | | | | | | |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Beck J 082024 PARK @ NINE23 MANOR | 674.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Ali V 082024 PARK @ NINE23 MANOR | 451.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Sheppard L 082024 PARK @ NINE23 MANOR | 546.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Quackenbush K 082024 PARK @ NINE23 MANOR | 244.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Fremont G 082024 PARK @ NINE23 MANOR | 524.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Sandahl R 082024 PARK @ NINE23 MANOR | 432.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Hanson G 082024 PARK @ NINE23 MANOR | 434.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Miller E 082024 PARK @ NINE23 MANOR | 447.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Hansen T 082024 PARK @ NINE23 MANOR | 548.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Price R 082024 PARK @ NINE23 MANOR | 441.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Barber D 082024 PARK @ NINE23 MANOR | 540.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Richards S 082024 PARK @ NINE23 MANOR | 363.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Kampman B 082024 PARK @ NINE23 MANOR | 467.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Regenold S 082024 PARK @ NINE23 MANOR | 540.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Kenealy E 082024 PARK @ NINE23 MANOR | 546.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Schultz B 082024 PARK @ NINE23 MANOR | 426.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Williamson P 082024 PARK @ NINE23 MANOR | 489.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040450 | HAP_Baker A 082024 PARK @ NINE23 MANOR | 276.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040461 | HAP_O'day J 082024 THUNDER RIDGE SR.APARTMENTS L | 290.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040461 | HAP_Wright S 082024 THUNDER RIDGE SR.APARTMENTS L | 431.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040461 | HAP_Wright S 082024 THUNDER RIDGE SR.APARTMENTS L | 336.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040461 | HAP_Birk J 082024 THUNDER RIDGE SR.APARTMENTS L | 336.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040461 | HAP_Ford M 082024 THUNDER RIDGE SR.APARTMENTS L | 120.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040461 | HAP_Friedrich D 082024 THUNDER RIDGE SR.APARTMENTS L | 458.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040461 | HAP_Lebahn B 082024 THUNDER RIDGE SR.APARTMENTS L | | | | 07/31/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
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| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | continued | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 477.00 | | | 07/31/24 |
| | | HAP Strickland L 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 233.00 | | | 07/31/24 |
| | | HAP Matthias L 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 330.00 | | | 07/31/24 |
| | | HAP Mackie N 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 526.00 | | | 07/31/24 |
| | | HAP Lippert R 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 509.00 | | | 07/31/24 |
| | | HAP Stegen R 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 247.00 | | | 07/31/24 |
| | | HAP Stock M 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 494.00 | | | 07/31/24 |
| | | HAP Hayden J 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 594.00 | | | 07/31/24 |
| | | HAP Howe J 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 61.00 | | | 07/31/24 |
| | | HAP Lenz J 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 452.00 | | | 07/31/24 |
| | | HAP Lewis C 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 497.00 | | | 07/31/24 |
| | | HAP Greene L 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 320.00 | | | 07/31/24 |
| | | HAP Wagner K 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 594.00 | | | 07/31/24 |
| | | HAP Anderson J 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 175.00 | | | 07/31/24 |
| | | HAP Brown J 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 439.00 | | | 07/31/24 |
| | | HAP Shelton S 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040461 | THUNDER RIDGE SR.APARTMENTS L | 282.00 | | | 07/31/24 |
| | | HAP Garvis C 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040463 | VILLAGE I AT NINE23 APARTMENT | 462.00 | | | 07/31/24 |
| | | HAP Moore D 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040463 | VILLAGE I AT NINE23 APARTMENT | 156.00 | | | 07/31/24 |
| | | HAP Porter J 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040463 | VILLAGE I AT NINE23 APARTMENT | 328.00 | | | 07/31/24 |
| | | HAP Dixon S 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040463 | VILLAGE I AT NINE23 APARTMENT | 405.00 | | | 07/31/24 |
| | | HAP Clark T 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040463 | VILLAGE I AT NINE23 APARTMENT | 243.00 | | | 07/31/24 |
| | | HAP Bradley J 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040463 | VILLAGE I AT NINE23 APARTMENT | 531.00 | | | 07/31/24 |
| | | HAP Henderson D 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040463 | VILLAGE I AT NINE23 APARTMENT | 312.00 | | | 07/31/24 |
| | | HAP Havlik C 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040463 | VILLAGE I AT NINE23 APARTMENT | 531.00 | | | 07/31/24 |
| | | HAP Temple S 082024 | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040463 | VILLAGE I AT NINE23 APARTMENT | 528.00 | | | 07/31/24 |

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| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued | | | | | | | | | |
| | | | | | HAP_Gordon Jr. T 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040463 | VILLAGE I AT NINE23 APARTMENT | 291.00 | | 07/31/24 | |
| | | | | | HAP_Vaughn S 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040463 | VILLAGE I AT NINE23 APARTMENT | 548.00 | | 07/31/24 | |
| | | | | | HAP_Nelson B 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040463 | VILLAGE I AT NINE23 APARTMENT | 506.00 | | 07/31/24 | |
| | | | | | HAP_Swartley J 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040463 | VILLAGE I AT NINE23 APARTMENT | 622.00 | | 07/31/24 | |
| | | | | | HAP_Ducharme T 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040463 | VILLAGE I AT NINE23 APARTMENT | 633.00 | | 07/31/24 | |
| | | | | | HAP_Prior L 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 104.00 | | 07/31/24 | |
| | | | | | Mitchell 0876307197 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 81.00 | | 07/31/24 | |
| | | | | | BALM 4535924167 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 50.00 | | 07/31/24 | |
| | | | | | Jurries 7681775462 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 94.00 | | 07/31/24 | |
| | | | | | Rule 9816666531 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 221.00 | | 07/31/24 | |
| | | | | | Tranby 7598128389 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 80.00 | | 07/31/24 | |
| | | | | | Nimmo 2553475826 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 128.00 | | 07/31/24 | |
| | | | | | Young 1995063175 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 150.00 | | 07/31/24 | |
| | | | | | Schumacher 6504025619 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 95.00 | | 07/31/24 | |
| | | | | | Hoffman 1928441540 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 163.00 | | 07/31/24 | |
| | | | | | Willis 3757004386 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 106.00 | | 07/31/24 | |
| | | | | | Davis 1373345676 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 170.00 | | 07/31/24 | |
| | | | | | Keys 7930305447 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 248.00 | | 07/31/24 | |
| | | | | | Santiago-Lebron 873557879 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 81.00 | | 07/31/24 | |
| | | | | | Clinton 4729040291 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040415 | CEDAR FALLS UTILITIES-SEC.8 | 189.00 | | 07/31/24 | |
| | | | | | Thomas 6458425307 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040443 | MALBEC PROPERTIES, LLC | 411.00 | | 07/31/24 | |
| | | | | | HAP_Smith T 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040443 | MALBEC PROPERTIES, LLC | 544.00 | | 07/31/24 | |
| | | | | | HAP_Tomlyanovich C 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040443 | MALBEC PROPERTIES, LLC | 481.00 | | 07/31/24 | |
| | | | | | HAP_Hepker D 082024 | | | | |
| 167 | | 02/25 AP | | 08/01/24 0040418 | CHRISTOPHERSON RENTALS | 543.00 | | 07/31/24 | |
| | | | | | HAP_Hoffert J 082024 | | | | |

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| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | continued | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 582.00 | | 07/31/24 | |
| | | HAP_Benson J 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 167.00 | | 07/31/24 | |
| | | HAP_Pellitteri A 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 541.00 | | 07/31/24 | |
| | | HAP_Hunt M 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 591.00 | | 07/31/24 | |
| | | HAP_Ackerson B 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 504.00 | | 07/31/24 | |
| | | HAP_Tovar S 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 275.00 | | 07/31/24 | |
| | | HAP_Lam C 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 897.00 | | 07/31/24 | |
| | | HAP_Dyer A 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 670.00 | | 07/31/24 | |
| | | HAP_Ricks F 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 419.00 | | 07/31/24 | |
| | | HAP_Wilson T 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 121.00 | | 07/31/24 | |
| | | HAP_Hall T 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 486.00 | | 07/31/24 | |
| | | HAP_Jones S 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 11.00 | | 07/31/24 | |
| | | HAP_Sherwood S 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 1,250.00 | | 07/31/24 | |
| | | HAP_Thomas S 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040418 CHRISTOPHERSON RENTALS | 553.00 | | 07/31/24 | |
| | | HAP_Cornwell T 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040424 EPM IOWA | 633.00 | | 07/31/24 | |
| | | HAP_Thompson T 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040422 DC MANAGEMENT, LLC | 650.00 | | 07/31/24 | |
| | | HAP_Strickland S 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040441 KROEMER, KRAIG | 750.00 | | 07/31/24 | |
| | | HAP_Chapman J 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040442 LEGACY RESIDENTIAL | 374.00 | | 07/31/24 | |
| | | HAP_Ross Z 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040448 OWL INVESTMENTS, LLC | 544.00 | | 07/31/24 | |
| | | HAP_Schroeder S 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040420 CRESCENT CONDOMINIUMS, LLC | 465.00 | | 07/31/24 | |
| | | HAP_Lohr K 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040455 ROGERS, DERICK | 757.00 | | 07/31/24 | |
| | | HAP_Sherwood J 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040455 ROGERS, DERICK | 1,373.00 | | 07/31/24 | |
| | | HAP_Santiago-Lebro 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040439 KAI, BRENT | 284.00 | | 07/31/24 | |
| | | HAP_Hamilton T 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040446 MORRIS, RICHARD R. | 1,200.00 | | 07/31/24 | |
| | | HAP_Young C 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040456 STAND FIRM PROPERTIES LLC | 484.00 | | 07/31/24 | |

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| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued | | | | | | | | | | |
| 167 | | | | 02/25 | AP 08/01/24 0040456 | HAP_Hodge G 082024 STAND FIRM PROPERTIES LLC | 737.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040468 | HAP_Rousseau G 082024 WYMORE, LARRY R. | 237.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040437 | HAP_MOFFETT J 082024 JDR PROPERTIES, INC. | 202.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040438 | HAP_Diaz J 082024 JLL EXTENDED STAY INN | 462.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040438 | HAP_Wester L 082024 JLL EXTENDED STAY INN | 213.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040438 | HAP_Zanders D 082024 JLL EXTENDED STAY INN | 20.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Pfeiffer M 082024 VILLAGE II AT NINE23 APARTMEN | 25.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Hoodjer S 082024 VILLAGE II AT NINE23 APARTMEN | 414.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Humphrey E 082024 VILLAGE II AT NINE23 APARTMEN | 600.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_BALM D 082024 VILLAGE II AT NINE23 APARTMEN | 434.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Harmon A 082024 VILLAGE II AT NINE23 APARTMEN | 714.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Coleman P 082024 VILLAGE II AT NINE23 APARTMEN | 380.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_O'Brien N 082024 VILLAGE II AT NINE23 APARTMEN | 409.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Saccento J 082024 VILLAGE II AT NINE23 APARTMEN | 514.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Harken G 082024 VILLAGE II AT NINE23 APARTMEN | 421.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Dzapo S 082024 VILLAGE II AT NINE23 APARTMEN | 535.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Haug K 082024 VILLAGE II AT NINE23 APARTMEN | 509.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Loffredo C 082024 VILLAGE II AT NINE23 APARTMEN | 582.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Lane S 082024 VILLAGE II AT NINE23 APARTMEN | 478.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Wheeler S 082024 VILLAGE II AT NINE23 APARTMEN | 402.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Wilson J 082024 VILLAGE II AT NINE23 APARTMEN | 244.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Rogers J 082024 VILLAGE II AT NINE23 APARTMEN | 547.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Billman D 082024 VILLAGE II AT NINE23 APARTMEN | 582.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Garrigus S 082024 VILLAGE II AT NINE23 APARTMEN | 785.00 | | | 07/31/24 |
| 167 | | | | 02/25 | AP 08/01/24 0040464 | HAP_Willis C 082024 | | | | |

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| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | continued | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040464 VILLAGE II AT NINE23 APARTMEN | 372.00 | | 07/31/24 | |
| | | HAP_Cruise B 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040464 VILLAGE II AT NINE23 APARTMEN | 143.00 | | 07/31/24 | |
| | | HAP_O'dell J 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040432 HOUSING AUTHORITY OF JOLIET | 978.00 | | 07/31/24 | |
| | | HAP_Wilson Q 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040433 HOWARD, BRAD | 547.00 | | 07/31/24 | |
| | | HAP_Thrower M 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040453 R & R RENTAL PROPERTIES, LLC | 531.00 | | 07/31/24 | |
| | | HAP_Stewart J 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040431 HAGEDORN, JEREMIAH | 837.00 | | 07/31/24 | |
| | | HAP_Gottfried L 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040431 HAGEDORN, JEREMIAH | 950.00 | | 07/31/24 | |
| | | HAP_Clinton A 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040430 GOV, LLC | 1,024.00 | | 07/31/24 | |
| | | HAP_Guzzle T 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040413 CARL ERICSON | 806.00 | | 07/31/24 | |
| | | HAP_Lechr K 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040413 CARL ERICSON | 976.00 | | 07/31/24 | |
| | | HAP_Burk B 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040413 CARL ERICSON | 697.00 | | 07/31/24 | |
| | | HAP_Cooper L 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040467 WINGERT, BRIAN | 535.00 | | 07/31/24 | |
| | | HAP_Holden K 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040447 OAKVIEW PROPERTIES LLC | 1,000.00 | | 07/31/24 | |
| | | HAP_Jurries P 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040416 CEDAR VALLEY LIVING LLC | 367.00 | | 07/31/24 | |
| | | HAP_White L 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040416 CEDAR VALLEY LIVING LLC | 651.00 | | 07/31/24 | |
| | | HAP_Johnson T 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040460 THIRD AVE PLACE LLC | 748.00 | | 07/31/24 | |
| | | HAP_Boehmer R 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040440 KELLY PROPERTY INVESTMENTS LL | 240.00 | | 07/31/24 | |
| | | HAP_Clayton R 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040445 MCKERNAN, PAMELA | 448.00 | | 07/31/24 | |
| | | HAP_Buchanan J 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040444 MCH INVESTMENTS LLC | 527.00 | | 07/31/24 | |
| | | HAP_Langel A 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040444 MCH INVESTMENTS LLC | 461.00 | | 07/31/24 | |
| | | HAP_Barr G 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040451 PAULSON, JAMES | 284.00 | | 07/31/24 | |
| | | HAP_Bond J 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040423 ELMCREST ESTATES, L.C. | 524.00 | | 07/31/24 | |
| | | HAP_Davis D 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040426 G P MANAGEMENT LLC | 391.00 | | 07/31/24 | |
| | | HAP_Wenzel J 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040459 T.J.J.C. L.L.C. | 264.00 | | 07/31/24 | |
| | | HAP_Dornbrock M 082024 | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040459 T.J.J.C. L.L.C. | 433.00 | | 07/31/24 | |

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| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | continued | | | |
| 167 | | 02/25 AP | | 08/01/24 | HAP Fruchtenicht J 082024 0040459 T.J.J.C. L.L.C. | 339.00 | | 07/31/24 | |
| 167 | | 02/25 AP | | 08/01/24 | HAP Beck D 082024 0040459 T.J.J.C. L.L.C. | 202.00 | | 07/31/24 | |
| 167 | | 02/25 AP | | 08/01/24 | HAP Hornback K 082024 0040428 GERDES III, BENJAMIN P. | 1,600.00 | | 07/31/24 | |
| 167 | | 02/25 AP | | 08/01/24 | HAP Tranby A 082024 0040428 GERDES III, BENJAMIN P. | 1,436.00 | | 07/31/24 | |
| 167 | | 02/25 AP | | 08/01/24 | HAP Orgell A 082024 0040436 J & A PROPERTIES | 788.00 | | 07/31/24 | |
| 167 | | 02/25 AP | | 08/01/24 | HAP Porter C 082024 0040409 BARTELT RENTALS L.C. | 873.00 | | 07/31/24 | |
| 167 | | 02/25 AP | | 08/01/24 | HAP Barton C 082024 0040409 BARTELT RENTALS L.C. | 914.00 | | 07/31/24 | |
| 167 | | 02/25 AP | | 08/01/24 | HAP Homan N 082024 0040409 BARTELT RENTALS L.C. | 632.00 | | 07/31/24 | |
| 167 | | 02/25 AP | | 08/01/24 | HAP Luck J 082024 0040412 C & H HOLDINGS LLC | 673.00 | | 07/31/24 | |
| | | | | | HAP_Ross S 082024 | | | | |
| ACCOUNT TOTAL | | | | | | 109,281.00 | .00 | 109,281.00 | |
| 217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS | | | | | | | | | |
| 167 | | 02/25 AP | | 08/01/24 | 0040419 CITY OF CARLSBAD | 58.78 | | 07/31/24 | |
| 167 | | 02/25 AP | | 08/01/24 | AF Levry S 082024 0040432 HOUSING AUTHORITY OF JOLIET | 48.79 | | 07/31/24 | |
| | | | | | AF_Wilson Q 082024 | | | | |
| ACCOUNT TOTAL | | | | | | 107.57 | .00 | 107.57 | |
| FUND TOTAL | | | | | | 109,388.57 | .00 | 109,388.57 | |
| FUND 223 COMMUNITY BLOCK GRANT | | | | | | | | | |
| 190 | | 02/25 AP | | 07/30/24 | 223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 0004896 BLACK HAWK CO.RECORDER | 7.00 | | 08/01/24 | |
| | | | | | RCD:LIEN & PROM.NOTE REL UBBEN- 275 CLARK | | | | |
| ACCOUNT TOTAL | | | | | | 7.00 | .00 | 7.00 | |
| FUND TOTAL | | | | | | 7.00 | .00 | 7.00 | |

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| FUND 224 TRUST & AGENCY | | | | | | | | | |
| FUND 242 STREET REPAIR FUND | | | | | | | | | |
| 242-1240-431.92-25 | | | | 08/08/24 | STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON | | | | |
| 243 | | 02/25 AP | | 08/08/24 | 0400433 BLACK HAWK CO.RECORDER | 32.00 | | | 08/09/24 |
| | | | | | 3271-N.CDR.HGTS.-PCL.#107 TEMP.CONST.EASE.-ANDERSON | | | | |
| PROJECT#: 023271 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 32.00 | .00 | 32.00 | |
| FUND TOTAL | | | | | | 32.00 | .00 | 32.00 | |
| FUND 254 CABLE TV FUND | | | | | | | | | |
| FUND 258 PARKING FUND | | | | | | | | | |
| FUND 261 TOURISM & VISITORS | | | | | | | | | |
| 261-2291-423.72-99 | | | | | OPERATING SUPPLIES / POSTAGE | | | | |
| 2247 | | 12/24 AP | | 02/27/24 | 0400401 PETTY CASH | 1.69 | | | 08/05/24 |
| RMB:POSTAGE DUE | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 1.69 | .00 | 1.69 | |
| 261-2291-423.73-55 OTHER SUPPLIES / MEDIA | | | | | | | | | |
| 243 | | 02/25 AP | | 07/12/24 | 0400441 MILLER, KERI | 120.45 | | | 08/09/24 |
| RMB:MEALS-PROMO PHOTOS MODELS-TWO FAMILIES | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 120.45 | .00 | 120.45 | |
| 261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | |
| 2246 | | 12/24 AP | | 06/30/24 | 0400391 BOLANDER, ADAM | 69.14 | | | 08/01/24 |
| RMB:MILEAGE-1/4-6/10/24 | | | | | | | | | |
| 2246 | | 12/24 AP | | 02/08/24 | 0400399 WAGNER, REBEKAH | 6.70 | | | 08/01/24 |
| RMB:MILEAGE-02/08/24 | | | | | | | | | |
| 2247 | | 12/24 AP | | 12/14/21 | 0400401 PETTY CASH | 2.00 | | | 08/05/24 |
| RMB:PARKIING FEES-V & T MEETING IN DES MOINES | | | | | | | | | |
| 2247 | | 12/24 AP | | 10/29/20 | 0400401 PETTY CASH | .50 | | | 08/05/24 |
| RMB:PARKIING FEES-V & T BEST WESTERN RIBBON CUTNG | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 78.34 | .00 | 78.34 | |
| 261-2291-423.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 243 | | 02/25 AP | | 07/20/24 | 0400436 CEDAR FALLS UTILITIES | 633.14 | | | 08/09/24 |
| UTILITIES THRU 07/20/24 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 633.14 | .00 | 633.14 | |
| 261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS | | | | | | | | | |

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| FUND 261 TOURISM & VISITORS | | | | | | | | | | |
| 261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS continued | | | | | | | | | | |
| 2247 | | 12/24 | AP | 01/18/24 | 0400401 | PETTY CASH | 5.00 | | 08/05/24 | |
| | | | | | | RMB:TIP-NEWSLETTER MTG | | | | |
| | | | | | | BRASS TAP | | | | |
| ACCOUNT TOTAL | | | | | | | 5.00 | .00 | 5.00 | |
| FUND TOTAL | | | | | | | 838.62 | .00 | 838.62 | |
| FUND 262 SENIOR SERVICES & COMM CT | | | | | | | | | | |
| 262-1092-423.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 2103 | | 12/24 | AP | 07/05/24 | 0400406 | CEDAR FALLS UTILITIES | 1,074.87 | | 08/02/24 | |
| | | | | | | COMMUNITY CENTR UTILITIES | | | | |
| ACCOUNT TOTAL | | | | | | | 1,074.87 | .00 | 1,074.87 | |
| FUND TOTAL | | | | | | | 1,074.87 | .00 | 1,074.87 | |
| FUND 291 POLICE FORFEITURE FUND | | | | | | | | | | |
| FUND 292 POLICE RETIREMENT FUND | | | | | | | | | | |
| 292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP | | | | | | | | | | |
| 92 | | 01/25 | AP | 07/29/24 | 0007572 | EMC RISK SERVICES, LLC | 8,845.95 | | 08/01/24 | |
| | | | | | | WORKER COMP-POLICE CLAIM | | | | |
| | | | | | | SPECIAL REQUEST | | | | |
| 92 | | 01/25 | AP | 07/23/24 | 0007571 | EMC RISK SERVICES, LLC | 35,815.82 | | 08/01/24 | |
| | | | | | | WORKER COMP-POLICE CLAIM | | | | |
| | | | | | | SPECIAL REQUEST | | | | |
| ACCOUNT TOTAL | | | | | | | 44,661.77 | .00 | 44,661.77 | |
| FUND TOTAL | | | | | | | 44,661.77 | .00 | 44,661.77 | |
| FUND 293 FIRE RETIREMENT FUND | | | | | | | | | | |
| FUND 294 LIBRARY RESERVE | | | | | | | | | | |
| 294-1060-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS | | | | | | | | | | |
| 8 | | 02/25 | AP | 07/24/24 | 0400404 | BAKER & TAYLOR BOOKS | 35.99 | | 08/02/24 | |
| | | | | | | LARGE PRINT BOOKS (MEM | | | | |
| | | | | | | POOCK) | | | | |
| 8 | | 02/25 | AP | 07/22/24 | 0400404 | BAKER & TAYLOR BOOKS | 157.70 | | 08/02/24 | |
| | | | | | | LARGE PRINT BOOKS (MEM | | | | |
| | | | | | | POOCK) | | | | |
| 8 | | 02/25 | AP | 07/17/24 | 0400404 | BAKER & TAYLOR BOOKS | 22.20 | | 08/02/24 | |
| | | | | | | LARGE PRINT BOOKS (MEM | | | | |
| | | | | | | POOCK) | | | | |
| 7 | | 02/25 | AP | 07/15/24 | 0400404 | BAKER & TAYLOR BOOKS | 86.24 | | 08/02/24 | |
| | | | | | | LARGE PRINT BOOKS (MEM | | | | |
| | | | | | | POOCK) | | | | |
| 7 | | 02/25 | AP | 07/12/24 | 0400404 | BAKER & TAYLOR BOOKS | 134.17 | | 08/02/24 | |
| | | | | | | LARGE PRINT BOOKS (MEM | | | | |
| | | | | | | POOCK) | | | | |
| ACCOUNT TOTAL | | | | | | | 436.30 | .00 | 436.30 | |

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|--|--------|------------|----|-------|---------------------|----------------------------|------------|---------|-----------------|----------|
| FUND 294 LIBRARY RESERVE | | | | | | | | | | |
| FUND TOTAL | | | | | | | 436.30 | .00 | 436.30 | |
| FUND 295 SOFTBALL PLAYER CAPITAL | | | | | | | | | | |
| FUND 296 GOLF CAPITAL | | | | | | | | | | |
| FUND 297 REC FACILITIES CAPITAL | | | | | | | | | | |
| FUND 298 HEARST CAPITAL | | | | | | | | | | |
| FUND 311 DEBT SERVICE FUND | | | | | | | | | | |
| FUND 402 WASHINGTON PARK FUND | | | | | | | | | | |
| FUND 404 FEMA | | | | | | | | | | |
| FUND 405 FLOOD RESERVE FUND | | | | | | | | | | |
| FUND 407 VISION IOWA PROJECT | | | | | | | | | | |
| FUND 408 STREET IMPROVEMENT FUND | | | | | | | | | | |
| FUND 410 CORONAVIRUS LOCAL RELIEF | | | | | | | | | | |
| FUND 430 TIF BOND | | | | | | | | | | |
| 430-1220-431.97-96 TIF BOND PROJECTS / PRAIRIE PRKWY & VIKING RD | | | | | | | | | | |
| 243 | | | | 02/25 | AP 08/08/24 0400433 | BLACK HAWK CO.RECORDER | 32.00 | | | 08/09/24 |
| | | | | | | 3308-PR.PKWY/VIK.-PCL#11 | | | | |
| | | | | | | TEMP.CON.S.EASE-HALLE PROP | | | | |
| | | | | | | PROJECT#: 023308 | | | | |
| 243 | | | | 02/25 | AP 08/08/24 0400438 | DEERE & COMPANY | 69,500.00 | | | 08/09/24 |
| | | | | | | G/L2810509000,PC AGOO-OTH | | | | |
| | | | | | | 3308-PCL#6-PR.PKWY/VIKING | | | | |
| | | | | | | PROJECT#: 023308 | | | | |
| 243 | | | | 02/25 | AP 08/08/24 0400439 | DEERE & COMPANY | 136,591.00 | | | 08/09/24 |
| | | | | | | G/L4040101000,CC-RX0140S | | | | |
| | | | | | | 3308-PCL#6-PR.PKWY/VIKING | | | | |
| | | | | | | PROJECT#: 023308 | | | | |
| 243 | | | | 02/25 | AP 08/08/24 0400434 | BLACK HAWK CO.RECORDER | 110.40 | | | 08/09/24 |
| | | | | | | TRANSFER TAX-DEERE & CO. | | | | |
| | | | | | | ADJ. E. VIKING RD.-PCL.#6 | | | | |
| | | | | | | PROJECT#: 023308 | | | | |
| 243 | | | | 02/25 | AP 08/08/24 0400435 | BLACK HAWK CO.TREASURER | 54.10 | | | 08/09/24 |
| | | | | | | PRO-RATED TAXES-DEERE& CO | | | | |
| | | | | | | ADJ. E. VIKING RD.-PCL.#6 | | | | |
| | | | | | | PROJECT#: 023308 | | | | |
| ACCOUNT TOTAL | | | | | | | 206,287.50 | .00 | 206,287.50 | |
| FUND TOTAL | | | | | | | 206,287.50 | .00 | 206,287.50 | |
| FUND 431 2014 BOND | | | | | | | | | | |
| FUND 432 2003 BOND | | | | | | | | | | |
| FUND 433 2001 TIF | | | | | | | | | | |
| FUND 434 2024 BOND | | | | | | | | | | |
| FUND 435 1999 TIF | | | | | | | | | | |
| FUND 436 2016 BOND | | | | | | | | | | |
| FUND 437 2018 BOND | | | | | | | | | | |

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|--------------------|---|-------------------------|---------|------------------|-----------------------|----------|---------|-----------------|---------|
| FUND 438 | 2020 | BOND | | | | | | | |
| FUND 439 | 2022 | BOND | | | | | | | |
| FUND 443 | CAPITAL PROJECTS | | | | | | | | |
| 443-1220-431.94-23 | CAPITAL PROJECTS / PROPERTY BUYOUTS | | | | | | | | |
| 243 | 02/25 AP | 07/20/24 | 0400436 | | CEDAR FALLS UTILITIES | 106.99 | | 08/09/24 | |
| | | UTILITIES THRU 07/20/24 | | | | | | | |
| | | ACCOUNT TOTAL | | | | 106.99 | .00 | 106.99 | |
| | | FUND TOTAL | | | | 106.99 | .00 | 106.99 | |
| FUND 472 | PARKADE RENOVATION | | | | | | | | |
| FUND 473 | SIDEWALK ASSESSMENT | | | | | | | | |
| FUND 483 | ECONOMIC DEVELOPMENT | | | | | | | | |
| FUND 484 | ECONOMIC DEVELOPMENT LAND | | | | | | | | |
| FUND 541 | 2018 STORM WATER BONDS | | | | | | | | |
| FUND 544 | 2008 SEWER BONDS | | | | | | | | |
| FUND 545 | 2018 SEWER BONDS | | | | | | | | |
| FUND 546 | SEWER IMPROVEMENT FUND | | | | | | | | |
| FUND 547 | SEWER RESERVE FUND | | | | | | | | |
| FUND 548 | 1997 SEWER BOND FUND | | | | | | | | |
| FUND 549 | 1992 SEWER BOND FUND | | | | | | | | |
| FUND 550 | 2000 SEWER BOND FUND | | | | | | | | |
| FUND 551 | REFUSE FUND | | | | | | | | |
| 551-6685-436.85-01 | UTILITIES / UTILITIES | | | | | | | | |
| 243 | 02/25 AP | 07/20/24 | 0400436 | | CEDAR FALLS UTILITIES | 1,752.52 | | 08/09/24 | |
| | | UTILITIES THRU 07/20/24 | | | | | | | |
| | | ACCOUNT TOTAL | | | | 1,752.52 | .00 | 1,752.52 | |
| 551-6685-436.86-34 | REPAIR & MAINTENANCE / BILLING & COLLECTING | | | | | | | | |
| 243 | 02/25 AP | 07/20/24 | 0400436 | | CEDAR FALLS UTILITIES | 6,336.67 | | 08/09/24 | |
| | | UTILITIES THRU 07/20/24 | | | | | | | |
| | | ACCOUNT TOTAL | | | | 6,336.67 | .00 | 6,336.67 | |
| | | FUND TOTAL | | | | 8,089.19 | .00 | 8,089.19 | |
| FUND 552 | SEWER RENTAL FUND | | | | | | | | |
| 552-6665-436.85-01 | UTILITIES / UTILITIES | | | | | | | | |
| 243 | 02/25 AP | 07/20/24 | 0400436 | | CEDAR FALLS UTILITIES | 2,919.49 | | 08/09/24 | |
| | | UTILITIES THRU 07/20/24 | | | | | | | |
| | | ACCOUNT TOTAL | | | | 2,919.49 | .00 | 2,919.49 | |

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|-------------------------------|--------|------------|----|-------------------|--------------------|---|----------|---------|-----------------|----------|
| FUND 552 SEWER RENTAL FUND | | | | | | | | | | |
| 552-6665-243 | | 436.86 | 34 | 02/25 AP 07/20/24 | 0400436 | REPAIR & MAINTENANCE / BILLING & COLLECTING CEDAR FALLS UTILITIES UTILITIES THRU 07/20/24 | 6,336.67 | | | 08/09/24 |
| | | | | | | ACCOUNT TOTAL | 6,336.67 | .00 | 6,336.67 | |
| | | | | | | FUND TOTAL | 9,256.16 | .00 | 9,256.16 | |
| FUND 553 2004 SEWER BOND | | | | | | | | | | |
| FUND 555 STORM WATER UTILITY | | | | | | | | | | |
| 555-6630-243 | | 432.86 | 34 | 02/25 AP 07/20/24 | 0400436 | REPAIR & MAINTENANCE / BILLING & COLLECTING CEDAR FALLS UTILITIES UTILITIES THRU 07/20/24 | 6,336.66 | | | 08/09/24 |
| | | | | | | ACCOUNT TOTAL | 6,336.66 | .00 | 6,336.66 | |
| | | | | | | FUND TOTAL | 6,336.66 | .00 | 6,336.66 | |
| FUND 570 SEWER ASSESSMENT | | | | | | | | | | |
| FUND 606 DATA PROCESSING FUND | | | | | | | | | | |
| 606-1078-243 | | 441.82 | 10 | 02/25 AP 08/01/24 | 0400437 | COMMUNICATION / TELEPHONE HOLDING ACCOUNT CENTURYLINK | 71.61 | | | 08/09/24 |
| 190 | | | | 02/25 AP 07/19/24 | 0400398 | CITY PHONE SERV.-AUG'24 VERIZON WIRELESS | 1,120.64 | | | 08/01/24 |
| 190 | | | | 02/25 AP 07/06/24 | 0400397 | WIRELESS SRV:7/20-8/19/24 U.S. CELLULAR | 4,057.18 | | | 08/01/24 |
| | | | | | | WIRELESS SRV:7/6-8/6/24 | | | | |
| | | | | | | ACCOUNT TOTAL | 5,249.43 | .00 | 5,249.43 | |
| | | | | | | FUND TOTAL | 6,401.91 | .00 | 6,401.91 | |
| 606-1078-190 | | 441.93 | 01 | 02/25 AP 07/06/24 | 0400397 | EQUIPMENT / EQUIPMENT U.S. CELLULAR PHONES/TABLETS | 1,152.48 | | | 08/01/24 |
| | | | | | | ACCOUNT TOTAL | 1,152.48 | .00 | 1,152.48 | |
| | | | | | | FUND TOTAL | 6,401.91 | .00 | 6,401.91 | |

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|--|--------|------------|----|----------|--------------------|---|------------|---------|-----------------|------------|
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | | |
| 680-1902-457.51-01 INSURANCE / HEALTH INSURANCE | | | | | | | | | | |
| 2250 | | 12/24 AP | | 08/01/24 | 0007588 | WELLMARK IOWA | 101,733.30 | | | 08/05/24 |
| | 92 | 01/25 AP | | 07/29/24 | 0007575 | HEALTH CLAIMS PROCESSING EXPRESS SCRIPTS, INC. | 46,053.67 | | | 08/01/24 |
| | 92 | 01/25 AP | | 07/22/24 | 0007574 | RX CLAIMS PROCESSING EXPRESS SCRIPTS, INC. | 52,768.82 | | | 08/01/24 |
| | 92 | 01/25 AP | | 07/19/24 | 0007587 | RX CLAIMS PROCESSING WELLMARK IOWA | 60,126.35 | | | 08/01/24 |
| | 92 | 01/25 AP | | 07/15/24 | 0007573 | HEALTH CLAIMS PROCESSING EXPRESS SCRIPTS, INC. | 31,196.66 | | | 08/01/24 |
| | 92 | 01/25 AP | | 07/12/24 | 0007586 | RX CLAIMS PROCESSING WELLMARK IOWA | 85,574.04 | | | 08/01/24 |
| | | | | | | HEALTH CLAIMS PROCESSING | | | | |
| | | | | | | ACCOUNT TOTAL | 377,452.84 | .00 | | 377,452.84 |
| 680-1902-457.51-06 INSURANCE / DENTAL INSURANCE | | | | | | | | | | |
| | 92 | 01/25 AP | | 07/02/24 | 0007570 | DELTA DENTAL OF IOWA | 8,610.30 | | | 08/01/24 |
| | | | | | | JUL 2024 DENTAL | | | | |
| | | | | | | ACCOUNT TOTAL | 8,610.30 | .00 | | 8,610.30 |
| | | | | | | FUND TOTAL | 386,063.14 | .00 | | 386,063.14 |
| FUND 681 HEALTH SEVERANCE | | | | | | | | | | |
| 681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS | | | | | | | | | | |
| | 243 | 02/25 AP | | 08/07/24 | 0400442 | REGENOLD, SHARON K. | 268.59 | | | 08/09/24 |
| | | | | | | RMB:JUL.2024 HEALTH SEV. | | | | |
| | | | | | | ACCOUNT TOTAL | 268.59 | .00 | | 268.59 |
| | | | | | | FUND TOTAL | 268.59 | .00 | | 268.59 |
| FUND 682 HEALTH INSURANCE - FIRE | | | | | | | | | | |
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | | |
| FUND 686 PAYROLL FUND | | | | | | | | | | |
| 686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES | | | | | | | | | | |
| | 92 | 01/25 AP | | 07/29/24 | 0007583 | UNITED STATES TREASURY | 83,025.70 | | | 08/01/24 |
| | | | | | | FEDERAL WITHHOLDING TAX | | | | |
| | 92 | 01/25 AP | | 07/15/24 | 0007582 | UNITED STATES TREASURY | 69,635.21 | | | 08/01/24 |
| | | | | | | FEDERAL WITHHOLDING TAX | | | | |
| | | | | | | ACCOUNT TOTAL | 152,660.91 | .00 | | 152,660.91 |

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|---|--------|------------|----|------------------|---------------------------------------|------------|---------|-----------------|----------|
| FUND 686 PAYROLL FUND | | | | | | | | | |
| 686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING | | | | | | | | | |
| 92 | | 01/25 AP | | 07/26/24 | 0007579 IOWA DEPT.OF REVENUE | 32,302.31 | | | 08/01/24 |
| | | | | | STATE WITHHOLDING TAX | | | | |
| 92 | | 01/25 AP | | 07/15/24 | 0007578 IOWA DEPT.OF REVENUE | 28,231.38 | | | 08/01/24 |
| | | | | | STATE WITHHOLDING TAX | | | | |
| | | | | | 07/12/24 PAYROLL | | | | |
| | | | | | ACCOUNT TOTAL | 60,533.69 | .00 | 60,533.69 | |
| 686-0000-222.03-00 PAYROLL LIABILITY / FICA | | | | | | | | | |
| 92 | | 01/25 AP | | 07/29/24 | 0007583 UNITED STATES TREASURY | 104,282.70 | | | 08/01/24 |
| | | | | | SS & MQGE/MEDICARE TAX | | | | |
| 92 | | 01/25 AP | | 07/15/24 | 0007582 UNITED STATES TREASURY | 96,516.42 | | | 08/01/24 |
| | | | | | SS & MQGE/MEDICARE TAX | | | | |
| | | | | | 07/12/24 PAYROLL | | | | |
| | | | | | ACCOUNT TOTAL | 200,799.12 | .00 | 200,799.12 | |
| 686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE | | | | | | | | | |
| 92 | | 01/25 AP | | 07/29/24 | 0007569 COLLECTION SERVICES CENTER | 616.58 | | | 08/01/24 |
| | | | | | CHILD SUPPORT PAYMENTS | | | | |
| 92 | | 01/25 AP | | 07/26/24 | 0007581 ISOLVED BENEFIT SERVICES, INC | 6,934.83 | | | 08/01/24 |
| | | | | | CAFETERIA PLAN | | | | |
| 92 | | 01/25 AP | | 07/24/24 | 0007585 VOYA FINANCIAL | 9,670.57 | | | 08/01/24 |
| | | | | | EMPLOYEE 457 CONTRIBUTION | | | | |
| 92 | | 01/25 AP | | 07/15/24 | 0007568 COLLECTION SERVICES CENTER | 616.58 | | | 08/01/24 |
| | | | | | CHILD SUPPORT PAYMENTS | | | | |
| 92 | | 01/25 AP | | 07/12/24 | 0007580 ISOLVED BENEFIT SERVICES, INC | 6,934.83 | | | 08/01/24 |
| | | | | | CAFETERIA PLAN | | | | |
| 92 | | 01/25 AP | | 07/10/24 | 0007584 VOYA FINANCIAL | 9,511.07 | | | 08/01/24 |
| | | | | | EMPLOYEE 457 CONTRIBUTION | | | | |
| | | | | | 07/12/24 PAYROLL | | | | |
| | | | | | ACCOUNT TOTAL | 34,284.46 | .00 | 34,284.46 | |
| | | | | | FUND TOTAL | 448,278.18 | .00 | 448,278.18 | |
| FUND 687 WORKERS COMPENSATION FUND | | | | | | | | | |
| FUND 688 LTD INSURANCE FUND | | | | | | | | | |
| FUND 689 LIABILITY INSURANCE FUND | | | | | | | | | |
| FUND 724 TRUST & AGENCY | | | | | | | | | |
| FUND 727 GREENWOOD CEMETERY P-CARE | | | | | | | | | |
| FUND 728 FAIRVIEW CEMETERY P-CARE | | | | | | | | | |
| FUND 729 HILLSIDE CEMETERY P-CARE | | | | | | | | | |

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|----------|-------|-------|-----------------------|------|-------------|-------------|--------------|---------|--------------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | BALANCE |
| | | | | | | | | | POST DT |
| FUND 790 | FLOOD | LEVY | | | | | | | |
| | | | | | GRAND TOTAL | | 1,316,639.52 | .00 | 1,316,639.52 |

COUNCIL INVOICES FOR 08/19/24 MEETING

Item 31.

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|---|--------|------------|---------------------|----|---------|--------|-------------------------------|--------|---------|-----------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | | | |
| 101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | | |
| 247 | | 02/25 AP | 08/07/24 | | 0000000 | | OFFICE EXPRESS OFFICE PRODUCT | 6.86 | | 08/13/24 | |
| COUNTER SIGN HOLDER | | | | | | | | | | | |
| 247 | | 02/25 AP | 08/02/24 | | 0000000 | | OFFICE EXPRESS OFFICE PRODUCT | 26.77 | | 08/13/24 | |
| LABELS/POST-ITS/LGL PADS | | | | | | | | | | | |
| 247 | | 02/25 AP | 08/02/24 | | 0000000 | | OFFICE EXPRESS OFFICE PRODUCT | 15.18 | | 08/13/24 | |
| LETTER COPY PAPER | | | | | | | | | | | |
| 202 | | 02/25 AP | 07/22/24 | | 0000000 | | OFFICE EXPRESS OFFICE PRODUCT | .49 | | 08/13/24 | |
| RUBBER BANDS,CARD HOLDER | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | | 49.30 | .00 | 49.30 | |
| 101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | | |
| 247 | | 02/25 AP | 08/02/24 | | 0000000 | | OFFICE EXPRESS OFFICE PRODUCT | 7.93 | | 08/13/24 | |
| LABELS/POST-ITS/LGL PADS | | | | | | | | | | | |
| 247 | | 02/25 AP | 08/02/24 | | 0000000 | | OFFICE EXPRESS OFFICE PRODUCT | 3.80 | | 08/13/24 | |
| LETTER COPY PAPER | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | | 11.73 | .00 | 11.73 | |
| 101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | | |
| 247 | | 02/25 AP | 08/02/24 | | 0000000 | | OFFICE EXPRESS OFFICE PRODUCT | 26.78 | | 08/13/24 | |
| LABELS/POST-ITS/LGL PADS | | | | | | | | | | | |
| 247 | | 02/25 AP | 08/02/24 | | 0000000 | | OFFICE EXPRESS OFFICE PRODUCT | 19.00 | | 08/13/24 | |
| LETTER COPY PAPER | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | | 45.78 | .00 | 45.78 | |
| 101-1028-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | | | |
| 2253 | | 12/24 AP | 06/27/24 | | 0147192 | | US BANK | 19.12 | | 08/08/24 | |
| FIVE GUYS 4031 ECOMM MEAL:H.ANDERSEN-IMPI | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | | 19.12 | .00 | 19.12 | |
| 101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | | |
| 247 | | 02/25 AP | 08/02/24 | | 0000000 | | OFFICE EXPRESS OFFICE PRODUCT | 9.92 | | 08/13/24 | |
| LABELS/POST-ITS/LGL PADS | | | | | | | | | | | |
| 247 | | 02/25 AP | 08/02/24 | | 0000000 | | OFFICE EXPRESS OFFICE PRODUCT | 11.40 | | 08/13/24 | |
| LETTER COPY PAPER | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | | 21.32 | .00 | 21.32 | |
| 101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION | | | | | | | | | | | |
| 2253 | | 12/24 AP | 06/25/24 | | 0147192 | | US BANK | 439.00 | | 08/08/24 | |
| SQ *XPRESSIONS / CUTTER A HRC SHIRTS | | | | | | | | | | | |

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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 | | | | | | | | | | |
| 101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION | | | | | | continued | | | | |
| 247 | | 02/25 | AP | 08/02/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT LETTER COPY PAPER | 1.52 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 440.52 | .00 | 440.52 | |
| 101-1038-441.81-49 PROFESSIONAL SERVICES / BACKGROUND CHECK | | | | | | | | | | |
| 247 | | 02/25 | AP | 08/01/24 | 0000000 | ONE SOURCE THE BACKGROUND CHE JULY APPLICANTS 07/01/24-08/01/24 | 192.20 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 192.20 | .00 | 192.20 | |
| 101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES | | | | | | | | | | |
| 247 | | 02/25 | AP | 07/28/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT JOB AD:HIGH IMPACT ADS ONLINE | 750.00 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/27/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT JOB AD:TARGETED DISPLAY AMP DIGITAL | 28.28 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/26/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT JOB AD:TARGETED DISPLAY AMP DIGITAL | 28.26 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/25/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT JOB AD:TARGETED DISPLAY AMP DIGITAL | 28.26 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/24/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT JOB AD:TARGETED DISPLAY AMP DIGITAL | 28.26 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/23/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT JOB AD:TARGETED DISPLAY AMP DIGITAL | 28.26 | | | 08/13/24 |
| 221 | | 02/25 | AP | 07/22/24 | 0147192 | US BANK PAYPAL *ODYSSEYGROU FALL CAREER FAIR-UMN | 100.00 | | | 08/08/24 |
| 247 | | 02/25 | AP | 07/22/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT JOB AD:TARGETED DISPLAY AMP DIGITAL | 28.26 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/21/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT JOB AD:TARGETED DISPLAY AMP DIGITAL | 28.26 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/20/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT JOB AD:TARGETED DISPLAY AMP DIGITAL | 28.26 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/19/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT JOB AD:TARGETED DISPLAY AMP DIGITAL | 28.26 | | | 08/13/24 |
| 221 | | 02/25 | AP | 07/18/24 | 0147192 | US BANK ISU CAREER FAIRS FALL CAREER FAIR AT ISU | 150.00 | | | 08/08/24 |
| 221 | | 02/25 | AP | 07/18/24 | 0147192 | US BANK UNI INVOICE PAYMENTS FALL CAREER FAIR AT UNI | 250.00 | | | 08/08/24 |
| 247 | | 02/25 | AP | 07/18/24 | 0000000 | CEDAR VALLEY SAVER, INC. JOB AD:AQUATIC POSITIONS | 72.00 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/18/24 | 0000000 | CEDAR VALLEY SAVER, INC. WEB | 5.00 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/18/24 | 0000000 | CEDAR VALLEY SAVER, INC. JOB AD:SPORTS/REC STAFF | 72.00 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/18/24 | 0000000 | CEDAR VALLEY SAVER, INC. WEB | 5.00 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/18/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 39.00 | | | 08/13/24 |

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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 | | | | | | | | | | |
| 101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES continued | | | | | | | | | | |
| | | | | | | SEARCH BOOST ONLINE | | | | |
| 247 | | 02/25 AP | | 07/18/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/17/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/16/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/15/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/14/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/13/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/12/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/12/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 450.00 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED EMAIL | | | | |
| 247 | | 02/25 AP | | 07/11/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/10/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/09/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/08/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 500.00 | | | 08/13/24 |
| | | | | | | ORDER TRSFR-PPC: 02/2024 | | | | |
| 247 | | 02/25 AP | | 07/08/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/06/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT COURIER | 220.00 | | | 08/13/24 |
| | | | | | | JOB AD:FRONT PAGE STRIP | | | | |
| 247 | | 02/25 AP | | 07/06/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 221 | | 02/25 AP | | 07/05/24 | 0147192 | US BANK | 119.95 | | | 08/08/24 |
| | | | | | | LINKEDIN RECRUITER 971901 RECRUITER LITE:7/4-8/4/24 | | | | |
| 247 | | 02/25 AP | | 07/05/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT AMP DIGITAL | 28.26 | | | 08/13/24 |
| | | | | | | JOB AD:TARGETED DISPLAY | | | | |
| 247 | | 02/25 AP | | 07/04/24 | 0000000 | CEDAR VALLEY SAVER, INC. | 72.00 | | | 08/13/24 |
| | | | | | | JOB AD:ADMIN. ASST. | | | | |
| 247 | | 02/25 AP | | 07/04/24 | 0000000 | CEDAR VALLEY SAVER, INC. WEB | 5.00 | | | 08/13/24 |
| | | | | | | JOB AD:ADMIN. ASST. | | | | |
| 247 | | 02/25 AP | | 07/04/24 | 0000000 | CEDAR VALLEY SAVER, INC. | 72.00 | | | 08/13/24 |
| | | | | | | JOB AD:CONSTR.PROJ.MGR | | | | |
| 247 | | 02/25 AP | | 07/04/24 | 0000000 | CEDAR VALLEY SAVER, INC. WEB | 5.00 | | | 08/13/24 |
| | | | | | | JOB AD:CONSTR.PROJ.MGR | | | | |
| 247 | | 02/25 AP | | 07/04/24 | 0000000 | CEDAR VALLEY SAVER, INC. | 72.00 | | | 08/13/24 |
| | | | | | | JOB AD:ACCOUNTANT | | | | |
| 247 | | 02/25 AP | | 07/04/24 | 0000000 | CEDAR VALLEY SAVER, INC. WEB | 5.00 | | | 08/13/24 |
| | | | | | | JOB AD:ACCOUNTANT | | | | |
| 247 | | 02/25 AP | | 07/04/24 | 0000000 | CEDAR VALLEY SAVER, INC. | 72.00 | | | 08/13/24 |
| | | | | | | JOB AD:CIVIL CAD/GIS TECH | | | | |

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| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | DESCRIPTION NUMBER | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|------------------|--|-----------|---------|-----------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES | | | | | | continued | | | |
| 247 | | 02/25 AP | | 07/04/24 | 0000000 CEDAR VALLEY SAVER, INC. | 5.00 | | 08/13/24 | |
| | | | | | JOB AD:CIVIL CAD/GIS TECH WEB | | | | |
| 247 | | 02/25 AP | | 07/04/24 | 0000000 COURIER COMMUNICATIONS-ADVERT | 28.26 | | 08/13/24 | |
| | | | | | JOB AD:TARGETED DISPLAY AMP DIGITAL | | | | |
| 247 | | 02/25 AP | | 07/04/24 | 0000000 COURIER COMMUNICATIONS-ADVERT | 700.00 | | 08/13/24 | |
| | | | | | PPC AMP DIGITAL | | | | |
| ACCOUNT TOTAL | | | | | | 4,390.95 | .00 | 4,390.95 | |
| 101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION | | | | | | | | | |
| 2260 | | 12/24 AP | | 06/12/24 | 0000000 CARLSON DETTMANN CONSULTING L | 275.00 | | 08/13/24 | |
| | | | | | POLICY & ADMIN SPECIALIST CIVIL SERVICE REVIEW | | | | |
| 247 | | 02/25 AP | | 07/30/24 | 0000000 STANARD & ASSOCIATES, INC. | 68.00 | | 08/13/24 | |
| | | | | | PSO APPLICANT TESTING | | | | |
| ACCOUNT TOTAL | | | | | | 343.00 | .00 | 343.00 | |
| 101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 247 | | 02/25 AP | | 08/02/24 | 0000000 OFFICE EXPRESS OFFICE PRODUCT | 4.96 | | 08/13/24 | |
| | | | | | LABELS/POST-ITS/LGL PADS | | | | |
| 247 | | 02/25 AP | | 08/02/24 | 0000000 OFFICE EXPRESS OFFICE PRODUCT | 2.28 | | 08/13/24 | |
| | | | | | LETTER COPY PAPER | | | | |
| ACCOUNT TOTAL | | | | | | 7.24 | .00 | 7.24 | |
| 101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | | | | | | | | | |
| 247 | | 02/25 AP | | 08/01/24 | 0000000 THOMSON REUTERS - WEST | 786.03 | | 08/13/24 | |
| | | | | | WESTLAW INFORMATION 07/01/24-07/31/24 | | | | |
| 221 | | 02/25 AP | | 07/18/24 | 0147192 US BANK | 315.00 | | 08/08/24 | |
| | | | | | IOWA STATE BAR ASSOCIATIO LEGAL FORMS SERVICE | | | | |
| ACCOUNT TOTAL | | | | | | 1,101.03 | .00 | 1,101.03 | |
| 101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS | | | | | | | | | |
| 247 | | 02/25 AP | | 07/30/24 | 0000000 AHLERS AND COONEY, P.C. | 237.00 | | 08/13/24 | |
| | | | | | LGL:BOND RELATED 07/12/24 | | | | |
| ACCOUNT TOTAL | | | | | | 237.00 | .00 | 237.00 | |
| 101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/28/24 | 0147192 US BANK | 14.96 | | 08/08/24 | |
| | | | | | AMAZON.COM*RC20D3K30 PAPER CUTTER BLADES | | | | |
| 2254 | | 12/24 AP | | 06/27/24 | 0147192 US BANK | 66.50 | | 08/08/24 | |
| | | | | | AMAZON MKTPL*RC8C618K0 WHITEBOARD | | | | |

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| GROUP NBR | PO NBR | ACCTG PER. | CD | -----TRANSACTION----- DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|-------------------------------|---------|-----------------------------------|--------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.71-01 | | | | | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | | |
| 2254 | | 12/24 | AP | 06/26/24 | 0147192 | US BANK | 51.98 | | | 08/08/24 |
| | | | | | | AMAZON.COM*RG91R6YQ1 | | | | |
| | | | | | | PAINTER'S TAPE | | | | |
| | | | | | | ACCOUNT TOTAL | 133.44 | .00 | 133.44 | |
| 101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT | | | | | | | | | | |
| 226 | | 02/25 | AP | 07/12/24 | 0147192 | US BANK | 90.00 | | | 08/08/24 |
| | | | | | | INTUIT *QBOOKS ONLINE | | | | |
| | | | | | | QUICKBOOKS MONTHLY SUB. | | | | |
| | | | | | | ACCOUNT TOTAL | 90.00 | .00 | 90.00 | |
| 101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 2254 | | 12/24 | AP | 06/28/24 | 0147192 | US BANK | 300.00 | | | 08/08/24 |
| | | | | | | IOWALIBRARYASSOCIATION | | | | |
| 226 | | 02/25 | AP | 07/22/24 | 0147192 | US BANK | 317.00 | | | 08/08/24 |
| | | | | | | AMERLIBASSOC ECOMMERCE | | | | |
| | | | | | | STERN ALA MEMBERSHIP | | | | |
| | | | | | | ACCOUNT TOTAL | 617.00 | .00 | 617.00 | |
| 101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | | |
| 2254 | | 12/24 | AP | 06/26/24 | 0147192 | US BANK | 19.96 | | | 08/08/24 |
| | | | | | | AMZN MKTP US*RG5B45WZ1 | | | | |
| | | | | | | PURELL HAND SANITIZER | | | | |
| | | | | | | ACCOUNT TOTAL | 19.96 | .00 | 19.96 | |
| 101-1060-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS | | | | | | | | | | |
| 226 | | 02/25 | AP | 07/09/24 | 0147192 | US BANK | 73.06 | | | 08/08/24 |
| | | | | | | SP AMERICAN BUTTON M | | | | |
| | | | | | | 2/25" PINBACK BUTTON SETS | | | | |
| | | | | | | ACCOUNT TOTAL | 73.06 | .00 | 73.06 | |
| 101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS | | | | | | | | | | |
| 2254 | | 12/24 | AP | 06/24/24 | 0147192 | US BANK | 23.95 | | | 08/08/24 |
| | | | | | | AMAZON.COM*1W2AA30L3 | | | | |
| | | | | | | ADULT BOOKS (MEM PRICE) | | | | |
| 226 | | 02/25 | AP | 07/22/24 | 0147192 | US BANK | 22.49 | | | 08/08/24 |
| | | | | | | AMAZON.COM*RJ5EF7NZ1 | | | | |
| | | | | | | ADULT BOOKS | | | | |
| 226 | | 02/25 | AP | 07/22/24 | 0147192 | US BANK | 27.00 | | | 08/08/24 |
| | | | | | | AMAZON MKTPL*RJ2J53ND0 | | | | |
| | | | | | | ADULT BOOKS | | | | |
| 226 | | 02/25 | AP | 07/12/24 | 0147192 | US BANK | 21.11 | | | 08/08/24 |
| | | | | | | AMAZON.COM*RY5A68PS1 | | | | |
| | | | | | | ADULT BOOKS | | | | |
| 226 | | 02/25 | AP | 07/12/24 | 0147192 | US BANK | 20.58 | | | 08/08/24 |
| | | | | | | AMAZON.COM*RY04H9X32 | | | | |
| | | | | | | ADULT BOOKS | | | | |
| 226 | | 02/25 | AP | 07/12/24 | 0147192 | US BANK | 13.29 | | | 08/08/24 |
| | | | | | | AMAZON.COM*RY6LL3GM2 | | | | |
| | | | | | | ADULT BOOKS | | | | |

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|---|--------|------------|----|------------------------|--------------------|---------------------------|--------|---------|-----------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS | | | | | | continued | | | | |
| 226 | | 02/25 | AP | 07/09/24 | 0147192 | US BANK | 18.29 | | 08/08/24 | |
| | | | | AMAZON.COM*R72ET9IW2 | | ADULT BOOKS | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 55.25 | | 08/08/24 | |
| | | | | AMAZON.COM*R77G30PL1 | | ADULT BOOKS | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 7.99 | | 08/08/24 | |
| | | | | AMAZON.COM*R71QZ4D31 | | ADULT BOOKS | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 24.39 | | 08/08/24 | |
| | | | | AMAZON MKTPL*R770Y8SH2 | | ADULT BOOKS | | | | |
| ACCOUNT TOTAL | | | | | | | 234.34 | .00 | 234.34 | |
| 101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS | | | | | | | | | | |
| 226 | | 02/25 | AP | 07/22/24 | 0147192 | US BANK | 60.88 | | 08/08/24 | |
| | | | | AMAZON.COM*RJ5EF7N21 | | YOUTH BOOKS | | | | |
| 226 | | 02/25 | AP | 07/17/24 | 0147192 | US BANK | 7.59 | | 08/08/24 | |
| | | | | AMAZON RET* 114-950227 | | YOUTH BOOKS | | | | |
| 226 | | 02/25 | AP | 07/12/24 | 0147192 | US BANK | 16.99 | | 08/08/24 | |
| | | | | AMAZON.COM*RY5ZF3X72 | | YOUTH BOOKS (MEM SCHMIDT) | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 6.99 | | 08/08/24 | |
| | | | | AMAZON.COM*R75966GQ2 | | YOUTH BOOKS | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 15.95 | | 08/08/24 | |
| | | | | AMZN MKTP US*R78IL6X41 | | YOUTH BOOKS | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 21.05 | | 08/08/24 | |
| | | | | AMZN MKTP US*R72K67HW1 | | YOUTH BOOKS | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 11.99 | | 08/08/24 | |
| | | | | AMAZON.COM*R76QF5D01 | | YOUTH BOOKS | | | | |
| 226 | | 02/25 | AP | 07/01/24 | 0147192 | US BANK | 7.22 | | 08/08/24 | |
| | | | | AMAZON.COM*RC0RL7551 | | YOUTH BOOKS | | | | |
| ACCOUNT TOTAL | | | | | | | 148.66 | .00 | 148.66 | |
| 101-1060-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO | | | | | | | | | | |
| 226 | | 02/25 | AP | 07/22/24 | 0147192 | US BANK | 80.32 | | 08/08/24 | |
| | | | | AMAZON MAR* 114-476043 | | ADULT VIDEOS | | | | |
| 226 | | 02/25 | AP | 07/18/24 | 0147192 | US BANK | | .51 | 08/08/24 | |
| | | | | AMAZON.COM | | ADULT VIDEOS REFUND | | | | |
| 226 | | 02/25 | AP | 07/15/24 | 0147192 | US BANK | 19.49 | | 08/08/24 | |
| | | | | AMAZON.COM*RY1913D01 | | ADULT VIDEOS | | | | |
| 226 | | 02/25 | AP | 07/12/24 | 0147192 | US BANK | 11.19 | | 08/08/24 | |
| | | | | AMAZON.COM*RY6LL3GM2 | | ADULT VIDEOS | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 29.41 | | 08/08/24 | |
| | | | | AMAZON MKTPL*R770Y8SH2 | | ADULT VIDEOS | | | | |
| ACCOUNT TOTAL | | | | | | | 140.41 | .51 | 139.90 | |
| 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | | | | | |

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CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|---------------------------|--------|---------|-----------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | continued | | | | |
| 2254 | | 12/24 | AP | 06/27/24 | 0147192 | US BANK | 37.18 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RCOMS1FN2 | | | | |
| | | | | | | FOTL:ADULT-ENVELOPES | | | | |
| 2254 | | 12/24 | AP | 06/27/24 | 0147192 | US BANK | 21.96 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RC2846Z02 | | | | |
| | | | | | | FOTL:YOUTH-CHESS PIECES | | | | |
| 226 | | 02/25 | AP | 07/22/24 | 0147192 | US BANK | 22.17 | | 08/08/24 | |
| | | | | | | HY-VEE CEDAR FALLS 1052 | | | | |
| | | | | | | FOTL:ADULT-DRINKS | | | | |
| 226 | | 02/25 | AP | 07/19/24 | 0147192 | US BANK | 4.98 | | 08/08/24 | |
| | | | | | | HOBBY-LOBBY #0135 | | | | |
| | | | | | | FOTL:COLAB-ELASTIC | | | | |
| 226 | | 02/25 | AP | 07/16/24 | 0147192 | US BANK | 52.94 | | 08/08/24 | |
| | | | | | | MICHAELS STORES 1246 | | | | |
| | | | | | | FOTL:YA-PAPER & STICKERS | | | | |
| 226 | | 02/25 | AP | 07/15/24 | 0147192 | US BANK | 21.12 | | 08/08/24 | |
| | | | | | | AMAZON.COM*RY8VV86Z2 | | | | |
| | | | | | | FOTL:COLAB-FABRIC PENCILS | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 140.55 | | 08/08/24 | |
| | | | | | | AMAZON.COM*R749L7G02 | | | | |
| | | | | | | FOTL:ADULT-ADULT BOOKS | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 9.99 | | 08/08/24 | |
| | | | | | | MARTIN BROTHERS | | | | |
| | | | | | | FOTL:ADULT-POPCORN | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 280.00 | | 08/08/24 | |
| | | | | | | SP AUNT FLOW | | | | |
| | | | | | | FOTL:YOUTH-TAMPONS & PADS | | | | |
| ACCOUNT TOTAL | | | | | | | 590.89 | 4.00 | 590.89 | |
| 101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. | | | | | | | | | | |
| 2254 | | 12/24 | AP | 06/28/24 | 0147192 | US BANK | 29.08 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RC5X65TW1 | | | | |
| | | | | | | BERG 2RMB SLP'24-HEADSET | | | | |
| 2254 | | 12/24 | AP | 06/26/24 | 0147192 | US BANK | 9.75 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RG67J6Y91 | | | | |
| | | | | | | BERG 2RMB SLP'24-PATCHES | | | | |
| 226 | | 02/25 | AP | 07/22/24 | 0147192 | US BANK | 4.29 | | 08/08/24 | |
| | | | | | | CONOCO - HANSENS DAIRY | | | | |
| | | | | | | BERG 2RMB SLP '24-NOODLES | | | | |
| 226 | | 02/25 | AP | 07/22/24 | 0147192 | US BANK | 36.00 | | 08/08/24 | |
| | | | | | | SQ *HURTS DONUT COMPANY | | | | |
| | | | | | | BERG 2 RMB SLP '24-DONUTS | | | | |
| 226 | | 02/25 | AP | 07/19/24 | 0147192 | US BANK | 105.09 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RS7UP6D72 | | | | |
| | | | | | | BERG 2RMB SLP'24-YTH BOKS | | | | |
| 226 | | 02/25 | AP | 07/19/24 | 0147192 | US BANK | 52.47 | | 08/08/24 | |
| | | | | | | HY-VEE CEDAR FALLS 1052 | | | | |
| | | | | | | BERG 2 RMB SLP '24-FOOD & | | | | |
| 226 | | 02/25 | AP | 07/18/24 | 0147192 | US BANK | 120.35 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RS0WG6DR0 | | | | |
| | | | | | | BERG 2 RMB SLP '24-GLUE & | | | | |
| 226 | | 02/25 | AP | 07/15/24 | 0147192 | US BANK | 71.42 | | 08/08/24 | |
| | | | | | | DOMINO'S 1737 | | | | |
| | | | | | | BERG 2 RMB SLP '24-PIZZA | | | | |
| 226 | | 02/25 | AP | 07/11/24 | 0147192 | US BANK | 12.72 | | 08/08/24 | |
| | | | | | | WM SUPERCENTER #753 | | | | |
| | | | | | | BERG 2RMB SLP'24-DONUTS | | | | |
| 226 | | 02/25 | AP | 07/09/24 | 0147192 | US BANK | 19.99 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RY9XB0JP0 | | | | |
| | | | | | | BERG 2RMB SLP'24-FLOWERS | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 44.39 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*R70ZY7261 | | | | |
| | | | | | | BERG 2RMB SLP'24-COSTUMES | | | | |
| 226 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 50.76 | | 08/08/24 | |
| | | | | | | WM SUPERCENTER #753 | | | | |
| | | | | | | BERG 2RMB SLP'24-DRINKS & | | | | |
| 226 | | 02/25 | AP | 07/01/24 | 0147192 | US BANK | 21.66 | | 08/08/24 | |
| | | | | | | AMAZON.COM*RCORL7551 | | | | |
| | | | | | | BERG 2RMB SLP'24-YTH BOKS | | | | |

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|---|--------|------------|----|----------|--------------------|-------------|--------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. | | | | | | continued | | | | |
| ACCOUNT TOTAL | | | | | | | 577.97 | .00 | 577.97 | |
| 101-1060-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO | | | | | | | | | | |
| 226 | | 02/25 AP | | 07/22/24 | 0147192 | US BANK | 53.90 | | | 08/08/24 |
| AMAZON.COM*RJ97D83N1 YOUNG ADULT VIDEOS | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 53.90 | .00 | 53.90 | |
| 101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS | | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/26/24 | 0147192 | US BANK | 14.54 | | | 08/08/24 |
| AMAZON MKTPL*RG0N90YI1 NEEDLES AND THREAD | | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/26/24 | 0147192 | US BANK | 18.98 | | | 08/08/24 |
| AMZN MKTP US*RC8BH7MT0 NEEDLE THREADERS | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 33.52 | .00 | 33.52 | |
| 101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS | | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/26/24 | 0147192 | US BANK | 33.00 | | | 08/08/24 |
| GROUT MUSEUM OF HISTOR ADULT BOOKS | | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/25/24 | 0147192 | US BANK | 65.00 | | | 08/08/24 |
| SQ *STUDENT PUBLICATIONS ADULT BOOKS | | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/24/24 | 0147192 | US BANK | 133.03 | | | 08/08/24 |
| AMAZON.COM*RG6HJ9IA0 ADULT BOOKS | | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/24/24 | 0147192 | US BANK | 87.36 | | | 08/08/24 |
| AMAZON.COM*1W2AA30L3 ADULT BOOKS | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 318.39 | .00 | 318.39 | |
| 101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS | | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/27/24 | 0147192 | US BANK | 79.99 | | | 08/08/24 |
| AMZN MKTP US*RC1JB1N62 YOUTH BOOKS | | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/26/24 | 0147192 | US BANK | 34.05 | | | 08/08/24 |
| AMAZON.COM*RG9JW0W81 YOUTH BOOKS | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 114.04 | .00 | 114.04 | |
| 101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO | | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/24/24 | 0147192 | US BANK | 12.93 | | | 08/08/24 |
| AMAZON MKTPL*RG52M98G1 ADULT VIDEOS | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 12.93 | .00 | 12.93 | |

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|-----------------------|--------|------------|----|-------|---------------------|---|----------|---------|-----------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1061-2254 | | 423.89-36 | | 12/24 | AP 06/28/24 0147192 | MISCELLANEOUS SERVICES / YOUTH VIDEO US BANK AMAZON.COM*RG0ZV8WS1 YOUTH VIDEOS | 84.80 | | 08/08/24 | |
| ACCOUNT TOTAL | | | | | | | 84.80 | .00 | 84.80 | |
| 101-1061-2254 | | 423.89-38 | | 12/24 | AP 06/24/24 0147192 | MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO US BANK AMAZON.COM*HELI86AG3 YOUNG ADULT VIDEOS | 26.49 | | 08/08/24 | |
| 101-1061-2254 | | 423.89-38 | | 12/24 | AP 06/24/24 0147192 | MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO US BANK AMAZON MKTPL*KW9460I03 YOUNG ADULT VIDEOS | 535.09 | | 08/08/24 | |
| 101-1061-2254 | | 423.89-38 | | 12/24 | AP 06/21/24 0147192 | MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO US BANK AMZN MKTP US*RG9PC5QS0 YOUNG ADULT VIDEOS | 53.97 | | 08/08/24 | |
| ACCOUNT TOTAL | | | | | | | 615.55 | .00 | 615.55 | |
| 101-1061-2254 | | 423.89-47 | | 12/24 | AP 06/27/24 0147192 | MISCELLANEOUS SERVICES / LIBRARY OF THINGS US BANK AMAZON MKTPL*RC28I1ZX2 CHROMEBOOK POWER CORD | 24.18 | | 08/08/24 | |
| 101-1061-2254 | | 423.89-47 | | 12/24 | AP 06/26/24 0147192 | MISCELLANEOUS SERVICES / LIBRARY OF THINGS US BANK WEST MUSIC - CEDAR FALLS BANJO STRING REPLACEMENT | 8.99 | | 08/08/24 | |
| ACCOUNT TOTAL | | | | | | | 33.17 | .00 | 33.17 | |
| 101-1118-247 | | 441.71-01 | | 02/25 | AP 08/02/24 0000000 | OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT | 4.96 | | 08/13/24 | |
| 101-1118-247 | | 441.71-01 | | 02/25 | AP 08/02/24 0000000 | OFFICE SUPPLIES / OFFICE SUPPLIES LABELS/POST-ITS/LGL PADS OFFICE EXPRESS OFFICE PRODUCT | .76 | | 08/13/24 | |
| 101-1118-221 | | 441.71-01 | | 02/25 | AP 07/18/24 0147192 | OFFICE SUPPLIES / OFFICE SUPPLIES US BANK AMAZON MKTPL*RS6K29XC1 DESK CALENDAR 2024-2025 | 28.98 | | 08/08/24 | |
| 101-1118-221 | | 441.71-01 | | 02/25 | AP 07/18/24 0147192 | OFFICE SUPPLIES / OFFICE SUPPLIES US BANK AMAZON MKTPL*RS6XF1XZ1 GEL PEN REFILLS | 23.81 | | 08/08/24 | |
| ACCOUNT TOTAL | | | | | | | 58.51 | .00 | 58.51 | |
| 101-1118-2253 | | 441.83-05 | | 12/24 | AP 06/28/24 0147192 | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) US BANK PY *PEETS COFFEE MEAL:GRAHAM-USA SUMMIT | 30.02 | | 08/08/24 | |
| 101-1118-2253 | | 441.83-05 | | 12/24 | AP 06/28/24 0147192 | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) US BANK GAYLORD NATIONAL F/D HOTEL:GRAHAM-USA SUMMIT | 1,264.96 | | 08/08/24 | |
| 101-1118-2253 | | 441.83-05 | | 12/24 | AP 06/27/24 0147192 | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) US BANK AMERICAN AIR0010283766032 BAG CK FEE:GRAHAM:DC->CR | 40.00 | | 08/08/24 | |
| 101-1118-2253 | | 441.83-05 | | 12/24 | AP 06/27/24 0147192 | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) US BANK SQ *SUMIT NANDA TAXI:GRAHAM-HOTEL-AIRPORT | 48.30 | | 08/08/24 | |
| 101-1118-2253 | | 441.83-05 | | 12/24 | AP 06/27/24 0147192 | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) US BANK | 48.00 | | 08/08/24 | |

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|---|--------|------------|----|-------|---------------------|--|----------|---------|-----------------|-----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1118-441.83-05 | | | | | | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | continued |
| | | | | | | EASTERN IOWA AIRPORT PARK | | | | |
| 2253 | | | | 12/24 | AP 06/26/24 0147192 | US BANK | 7.37 | | | 08/08/24 |
| | | | | | | GAYLORD NATIONAL F&B | | | | |
| 2253 | | | | 12/24 | AP 06/25/24 0147192 | US BANK | 10.55 | | | 08/08/24 |
| | | | | | | GAYLORD NATIONAL F&B | | | | |
| 2253 | | | | 12/24 | AP 06/25/24 0147192 | US BANK | 22.79 | | | 08/08/24 |
| | | | | | | GAYLORD NATIONAL F&B | | | | |
| 2253 | | | | 12/24 | AP 06/24/24 0147192 | US BANK | 40.00 | | | 08/08/24 |
| | | | | | | AMERICAN AIR0010283536457 | | | | |
| 2253 | | | | 12/24 | AP 06/24/24 0147192 | US BANK | 34.22 | | | 08/08/24 |
| | | | | | | PAR*TOM'S WATCH BAR - NAT | | | | |
| 2253 | | | | 12/24 | AP 06/24/24 0147192 | US BANK | 40.70 | | | 08/08/24 |
| | | | | | | SQ *UVC INC | | | | |
| | | | | | | TAXI:GRAHAM-AIRPORT-HOTEL | | | | |
| | | | | | | ACCOUNT TOTAL | 1,586.91 | .00 | 1,586.91 | |
| 101-1118-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 2253 | | | | 12/24 | AP 06/21/24 0147192 | US BANK | 1,239.00 | | | 08/08/24 |
| | | | | | | ICMA ONLINE | | | | |
| | | | | | | REG:GAINES-ICMA CONF. | | | | |
| | | | | | | ACCOUNT TOTAL | 1,239.00 | .00 | 1,239.00 | |
| 101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 247 | | | | 02/25 | AP 08/02/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 4.96 | | | 08/13/24 |
| | | | | | | LABELS/POST-ITS/LGL PADS | | | | |
| 247 | | | | 02/25 | AP 08/02/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .76 | | | 08/13/24 |
| | | | | | | LETTER COPY PAPER | | | | |
| | | | | | | ACCOUNT TOTAL | 5.72 | .00 | 5.72 | |
| 101-1158-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 221 | | | | 02/25 | AP 07/09/24 0147192 | US BANK | 245.00 | | | 08/08/24 |
| | | | | | | IOWA LEAGUE OF CITIES | | | | |
| | | | | | | REG:LAUDICK-IA LEAG.CONF. | | | | |
| | | | | | | ACCOUNT TOTAL | 245.00 | .00 | 245.00 | |
| 101-1168-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 221 | | | | 02/25 | AP 07/04/24 0147192 | US BANK | 245.00 | | | 08/08/24 |
| | | | | | | IOWA LEAGUE OF CITIES | | | | |
| | | | | | | REG:HAWBAKER-IA LEAG.CONF | | | | |
| 221 | | | | 02/25 | AP 07/02/24 0147192 | US BANK | 245.00 | | | 08/08/24 |
| | | | | | | IOWA LEAGUE OF CITIES | | | | |
| | | | | | | REG:SCHULTZ-IA LEAG. CONF | | | | |
| 221 | | | | 02/25 | AP 07/01/24 0147192 | US BANK | 245.00 | | | 08/08/24 |
| | | | | | | IOWA LEAGUE OF CITIES | | | | |
| | | | | | | REG:CRISMAN-IA LEAGUE CON | | | | |
| | | | | | | ACCOUNT TOTAL | 735.00 | .00 | 735.00 | |

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|---|--------|------------|----|----------|--------------------|--|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1199-411.32-60 | | | | | | COMM PROTECTION GRANTS / GRANTS - FIRE | | | | |
| 220 | | 02/25 AP | | 07/26/24 | 0000000 | AHS RESCUE | 1,346.00 | | | 08/13/24 |
| | | | | | | WATER RESCUE EQUIP FOR NEW BANANA BOAT | | | | |
| 220 | | 02/25 AP | | 07/22/24 | 0000000 | DINGES FIRE COMPANY | 3,292.95 | | | 08/13/24 |
| | | | | | | WATER RESCUE BOAT ASR155 NEW BANANA BOAT | | | | |
| 221 | | 02/25 AP | | 07/19/24 | 0147192 | US BANK | 180.00 | | | 08/08/24 |
| | | | | | | SIGNS BY TOMORROW OF CEDA FIREWORKS BANNER | | | | |
| PROJECT#: | | 909 | | | | | | | | |
| 221 | | 02/25 AP | | 07/01/24 | 0147192 | US BANK | 35.41 | | | 08/08/24 |
| | | | | | | FACEBK *3K96Q6GUJ2 PUB. SAFETY FIREWORKS ADS | | | | |
| PROJECT#: | | 909 | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 4,854.36 | .00 | 4,854.36 | |
| 101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE | | | | | | | | | | |
| 169 | | 02/25 AP | | 06/28/24 | 0000000 | SMITH, RACHAEL | 500.00 | | | 08/13/24 |
| | | | | | | DIGITAL ART SERVICES FOR INSTALL AUGUST 2024 | | | | |
| | | | | | | ACCOUNT TOTAL | 500.00 | .00 | 500.00 | |
| 101-1199-421.31-21 HUMAN DEVELOPMENT GRANTS / GRANTS-LIBRARY STATE AID | | | | | | | | | | |
| 226 | | 02/25 AP | | 07/08/24 | 0147192 | US BANK | 9.96 | | | 08/08/24 |
| | | | | | | AMAZON MKTPL*R763559D0 COMPASS (STEM IEEB) | | | | |
| | | | | | | ACCOUNT TOTAL | 9.96 | .00 | 9.96 | |
| 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | | |
| 247 | | 02/25 AP | | 07/30/24 | 0000000 | COURIER LEGAL-COLUMN SOFTWARE | 47.66 | | | 08/13/24 |
| | | | | | | PH NTC.-GEN.CORP.PURPOSE | | | | |
| 247 | | 02/25 AP | | 07/30/24 | 0000000 | COURIER LEGAL-COLUMN SOFTWARE | 61.57 | | | 08/13/24 |
| | | | | | | PH NTC.-ESS.CORP.PURPOSE | | | | |
| | | | | | | ACCOUNT TOTAL | 109.23 | .00 | 109.23 | |
| 101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT | | | | | | | | | | |
| 247 | | 02/25 AP | | 07/26/24 | 0000000 | EIDE BAILLY, LLP | 10,000.00 | | | 08/13/24 |
| | | | | | | PRELIM. FIELDWORK-FY24 THROUGH JULY 26 2024 | | | | |
| | | | | | | ACCOUNT TOTAL | 10,000.00 | .00 | 10,000.00 | |
| 101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 202 | | 02/25 AP | | 07/22/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .49 | | | 08/13/24 |
| | | | | | | RUBBER BANDS,CARD HOLDER | | | | |
| | | | | | | ACCOUNT TOTAL | .49 | .00 | .49 | |

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|--|--------|------------|----|----------|--------------------|---|--------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 202 | | 02/25 AP | | 07/22/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT RUBBER BANDS,CARD HOLDER | 4.09 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 4.09 | .00 | 4.09 | |
| 101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES | | | | | | | | | | |
| 200 | | 02/25 AP | | 08/05/24 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 475.00 | | | 08/13/24 |
| 200 | | 02/25 AP | | 08/01/24 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 142.50 | | | 08/13/24 |
| 200 | | 02/25 AP | | 08/01/24 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 71.25 | | | 08/13/24 |
| 200 | | 02/25 AP | | 07/29/24 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 213.75 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 902.50 | .00 | 902.50 | |
| 101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/26/24 | 0147192 | US BANK IA PROFESSIONAL LIC BUR | 200.00 | | | 08/08/24 |
| ACCOUNT TOTAL | | | | | | | 200.00 | .00 | 200.00 | |
| 101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 202 | | 02/25 AP | | 07/22/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT RUBBER BANDS,CARD HOLDER | 1.96 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 1.96 | .00 | 1.96 | |
| 101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | | |
| 2260 | | 12/24 AP | | 07/24/24 | 0000000 | DENTONS DAVIS BROWN PC LGL:RE:IMMIGRATION | 638.00 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 638.00 | .00 | 638.00 | |
| 101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/27/24 | 0147192 | US BANK AMAZON MKTPL*RC14R4FX1 | 138.67 | | | 08/08/24 |
| 2253 | | 12/24 AP | | 06/21/24 | 0147192 | US BANK AMAZON MKTPL*RG40L9DA0 | 227.98 | | | 08/08/24 |
| 196 | | 02/25 AP | | 07/29/24 | 0000000 | JOTFORM, INC. SPORTS SOFTWARE | 232.63 | | | 08/13/24 |
| 221 | | 02/25 AP | | 07/08/24 | 0147192 | US BANK AMAZON MKTPL*R71537HL2 | 100.80 | | | 08/08/24 |

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| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | continued | | | |
| ACCOUNT TOTAL | | | | | | 700.08 | .00 | 700.08 | |
| 101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES | | | | | | | | | |
| 2253 | | | | 12/24 AP 06/28/24 0147192 | US BANK | 7.04 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | DAY CAMP CRAFT SUPPLIES | | | | |
| 2253 | | | | 12/24 AP 06/28/24 0147192 | US BANK | 3.72 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | DAY CAMP CRAFT SUPPLIES | | | | |
| 2253 | | | | 12/24 AP 06/26/24 0147192 | US BANK | 15.05 | | 08/08/24 | |
| | | | | WAL-MART #0753 | DAY CAMP CRAFT SUPPLIES | | | | |
| 2253 | | | | 12/24 AP 06/25/24 0147192 | US BANK | 13.75 | | 08/08/24 | |
| | | | | DOLLARTREE | DAY CAMP CRAFT SUPPLIES | | | | |
| 2253 | | | | 12/24 AP 06/25/24 0147192 | US BANK | 35.75 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | CAMP CRAFTSUPPLIES/SNACKS | | | | |
| 2253 | | | | 12/24 AP 06/24/24 0147192 | US BANK | 115.12 | | 08/08/24 | |
| | | | | WAL-MART #0753 | CAMP CRAFTSUPPLIES/SNACKS | | | | |
| 2253 | | | | 12/24 AP 06/24/24 0147192 | US BANK | 101.96 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | CAMP CRAFTSUPPLIES/SNACKS | | | | |
| 2253 | | | | 12/24 AP 06/21/24 0147192 | US BANK | 13.98 | | 08/08/24 | |
| | | | | HOBBY-LOBBY #0135 | DAY CAMP CRAFT SUPPLIES | | | | |
| 2253 | | | | 12/24 AP 06/21/24 0147192 | US BANK | 5.49 | | 08/08/24 | |
| | | | | HY-VEE CEDAR FALLS 1052 | DAY CAMP CRAFT SUPPLIES | | | | |
| 2253 | | | | 12/24 AP 06/21/24 0147192 | US BANK | 40.62 | | 08/08/24 | |
| | | | | WAL-MART #0753 | DAY CAMP CRAFT SUPPLIES | | | | |
| 2253 | | | | 12/24 AP 06/21/24 0147192 | US BANK | 58.95 | | 08/08/24 | |
| | | | | WAL-MART #1005 | CAMP CRAFTSUPPLIES/SNACKS | | | | |
| 221 | | | | 02/25 AP 07/22/24 0147192 | US BANK | 17.92 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | DAY CAMP SNACKS | | | | |
| 221 | | | | 02/25 AP 07/19/24 0147192 | US BANK | 28.09 | | 08/08/24 | |
| | | | | WAL-MART #0753 | DAY CAMP CRAFT SUPPLIES | | | | |
| 221 | | | | 02/25 AP 07/19/24 0147192 | US BANK | 12.84 | | 08/08/24 | |
| | | | | WM SUPERCENTER #1005 | DAY CAMP CRAFT SUPPLIES | | | | |
| 221 | | | | 02/25 AP 07/18/24 0147192 | US BANK | 42.78 | | 08/08/24 | |
| | | | | WAL-MART #0753 | CAMP CRAFTSUPPLIES/SNACKS | | | | |
| 221 | | | | 02/25 AP 07/17/24 0147192 | US BANK | 7.97 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | DAY CAMP CRAFT SUPPLIES | | | | |
| 221 | | | | 02/25 AP 07/16/24 0147192 | US BANK | 4.96 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | DAY CAMP CRAFT SUPPLIES | | | | |
| 221 | | | | 02/25 AP 07/16/24 0147192 | US BANK | 10.00 | | 08/08/24 | |
| | | | | DOLLAR TREE | DAY CAMP CRAFT SUPPLIES | | | | |
| 221 | | | | 02/25 AP 07/15/24 0147192 | US BANK | 5.97 | | 08/08/24 | |
| | | | | HOBBY-LOBBY #0135 | DAY CAMP CRAFT SUPPLIES | | | | |
| 221 | | | | 02/25 AP 07/15/24 0147192 | US BANK | 62.43 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | CAMP CRAFTSUPPLIES/SNACKS | | | | |
| 221 | | | | 02/25 AP 07/15/24 0147192 | US BANK | 102.38 | | 08/08/24 | |
| | | | | WAL-MART #1005 | CAMP CRAFTSUPPLIES/SNACKS | | | | |
| 221 | | | | 02/25 AP 07/12/24 0147192 | US BANK | 129.09 | | 08/08/24 | |
| | | | | WAL-MART #0753 | DAY CAMP SNACKS | | | | |

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| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES | | | | | | continued | | | | |
| 221 | | 02/25 AP | | 07/12/24 | 0147192 | US BANK | 3.98 | | 08/08/24 | |
| | | | | HOBBY-LOBBY #0135 | | DAY CAMP CRAFT SUPPLIES | | | | |
| 221 | | 02/25 AP | | 07/12/24 | 0147192 | US BANK | 667.50 | | 08/08/24 | |
| | | | | MAPLE LANES | | FIELD TRIP BOWLING | | | | |
| 221 | | 02/25 AP | | 07/10/24 | 0147192 | US BANK | 5.58 | | 08/08/24 | |
| | | | | WAL-MART #0753 | | DAY CAMP CRAFT SUPPLIES | | | | |
| 221 | | 02/25 AP | | 07/08/24 | 0147192 | US BANK | 86.31 | | 08/08/24 | |
| | | | | WAL-MART #0753 | | CAMP CRAFTSUPPLIES/SNACKS | | | | |
| 221 | | 02/25 AP | | 07/08/24 | 0147192 | US BANK | 76.77 | | 08/08/24 | |
| | | | | WM SUPERCENTER #1005 | | CAMP CRAFTSUPPLIES/SNACKS | | | | |
| 221 | | 02/25 AP | | 07/03/24 | 0147192 | US BANK | 20.32 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | | DAY CAMP SNACKS | | | | |
| 221 | | 02/25 AP | | 07/02/24 | 0147192 | US BANK | 77.80 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | | CAMP CRAFTSUPPLIES/SNACKS | | | | |
| 221 | | 02/25 AP | | 07/02/24 | 0147192 | US BANK | 20.43 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | | DAY CAMP CRAFT SUPPLIES | | | | |
| 221 | | 02/25 AP | | 07/01/24 | 0147192 | US BANK | 48.35 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | | DAY CAMP CRAFT SUPPLIES | | | | |
| 221 | | 02/25 AP | | 07/01/24 | 0147192 | US BANK | 71.32 | | 08/08/24 | |
| | | | | WM SUPERCENTER #1005 | | CAMP CRAFTSUPPLIES/SNACKS | | | | |
| ACCOUNT TOTAL | | | | | | | 1,914.22 | .00 | 1,914.22 | |
| 101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/21/24 | 0147192 | US BANK | 239.70 | | 08/08/24 | |
| | | | | MAXOVER.COM | | BATTING TEES | | | | |
| ACCOUNT TOTAL | | | | | | | 239.70 | .00 | 239.70 | |
| 101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT | | | | | | | | | | |
| 196 | | 02/25 AP | | 07/25/24 | 0000000 | IOWA SPORTS SUPPLY | 186.00 | | 08/13/24 | |
| | | | | LEAGUE AWARDS | | | | | | |
| 221 | | 02/25 AP | | 07/19/24 | 0147192 | US BANK | 25.99 | | 08/08/24 | |
| | | | | FARM & FLT OF CEDAR FLS | | TAP MEASURE-BALL FIELD | | | | |
| 221 | | 02/25 AP | | 07/11/24 | 0147192 | US BANK | 17.99 | | 08/08/24 | |
| | | | | AMZN MKTP US*RY3GN9T12 | | INTERIOR GARAGE DOOR | | | | |
| ACCOUNT TOTAL | | | | | | | 229.98 | .00 | 229.98 | |
| 101-2253-423.72-36 OPERATING SUPPLIES / BIRTHDAY PARTY SUPPLIES | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/15/24 | 0147192 | US BANK | 74.76 | | 08/08/24 | |
| | | | | AMAZON MKTPL*RS8ED3OAO | | PARTY DECORATIONS | | | | |
| ACCOUNT TOTAL | | | | | | | 74.76 | .00 | 74.76 | |

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|---|--------|------------|----|----------|--------------------|--|--------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2253-423.72-38 | | | | | | OPERATING SUPPLIES / STAFF SHIRTS | | | | |
| 227 | | 02/25 AP | | 08/05/24 | 0000000 | SERVICWEAR APPAREL, INC. STAFF UNIFORMS REC CTR | 624.25 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 624.25 | .00 | 624.25 | |
| 101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/21/24 | 0147192 | US BANK | 28.88 | | | 08/08/24 |
| | | | | | | AMAZON MKTPL*1B0C33CN3 CONSC STAND CHALK MARKERS | | | | |
| 215 | | 02/25 AP | | 08/05/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 |
| | | | | | | 9 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/05/24 | 0000000 | MARTIN BROS.DISTRIBUTING | 87.39 | | | 08/13/24 |
| | | | | | | HOT DOG / BUNS | | | | |
| 215 | | 02/25 AP | | 08/04/24 | 0000000 | PAPA JOHN'S PIZZA | 25.50 | | | 08/13/24 |
| | | | | | | 3 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/04/24 | 0000000 | PAPA JOHN'S PIZZA | 51.00 | | | 08/13/24 |
| | | | | | | 6 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/04/24 | 0000000 | PAPA JOHN'S PIZZA | 51.00 | | | 08/13/24 |
| | | | | | | 6 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/04/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 |
| | | | | | | 9 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/03/24 | 0000000 | PAPA JOHN'S PIZZA | 68.00 | | | 08/13/24 |
| | | | | | | 8 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/03/24 | 0000000 | PAPA JOHN'S PIZZA | 59.50 | | | 08/13/24 |
| | | | | | | 7 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/03/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 |
| | | | | | | 9 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/03/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 |
| | | | | | | 9 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/02/24 | 0000000 | PAPA JOHN'S PIZZA | 153.00 | | | 08/13/24 |
| | | | | | | 18 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/02/24 | 0000000 | PAPA JOHN'S PIZZA | 68.00 | | | 08/13/24 |
| | | | | | | 8 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/01/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 |
| | | | | | | 9 PIZZAS | | | | |
| 215 | | 02/25 AP | | 08/01/24 | 0000000 | MYERS-COX COMPANY | 988.31 | | | 08/13/24 |
| | | | | | | CONCESSION RE-SUPPLY | | | | |
| 215 | | 02/25 AP | | 08/01/24 | 0000000 | MARTIN BROS.DISTRIBUTING | 32.86 | | | 08/13/24 |
| | | | | | | HOT DOG BUNS | | | | |
| 215 | | 02/25 AP | | 08/01/24 | 0000000 | ATLANTIC COCA-COLA | 281.33 | | | 08/13/24 |
| | | | | | | COKE RE-SUPPLY | | | | |
| 215 | | 02/25 AP | | 07/31/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 |
| | | | | | | 9 PIZZAS | | | | |
| 215 | | 02/25 AP | | 07/31/24 | 0000000 | PAPA JOHN'S PIZZA | 51.00 | | | 08/13/24 |
| | | | | | | 6 PIZZAS | | | | |
| 215 | | 02/25 AP | | 07/31/24 | 0000000 | PAPA JOHN'S PIZZA | 25.50 | | | 08/13/24 |
| | | | | | | 3 PIZZAS | | | | |
| 215 | | 02/25 AP | | 07/30/24 | 0000000 | PAPA JOHN'S PIZZA | 25.50 | | | 08/13/24 |
| | | | | | | 3 PIZZAS | | | | |

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|---|--------|---------------------------|----|----------|--------------------|---------------------------|----------|----------|-----------------|----------|--|
| FUND 101 GENERAL FUND | | | | | | | | | | | |
| 101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS | | | | | | continued | | | | | |
| 215 | | 02/25 AP | | 07/29/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 | |
| | | 9 PIZZAS | | | | | | | | | |
| 215 | | 02/25 AP | | 07/29/24 | 0000000 | PAPA JOHN'S PIZZA | 42.50 | | | 08/13/24 | |
| | | 5 PIZZAS | | | | | | | | | |
| 196 | | 02/25 AP | | 07/28/24 | 0000000 | PAPA JOHN'S PIZZA | 59.50 | | | 08/13/24 | |
| | | 7 PIZZAS | | | | | | | | | |
| 196 | | 02/25 AP | | 07/27/24 | 0000000 | PAPA JOHN'S PIZZA | 68.00 | | | 08/13/24 | |
| | | 8 PIZZAS | | | | | | | | | |
| 196 | | 02/25 AP | | 07/27/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 | |
| | | 9 PIZZAS | | | | | | | | | |
| 196 | | 02/25 AP | | 07/27/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 | |
| | | 9 PIZZAS | | | | | | | | | |
| 196 | | 02/25 AP | | 07/26/24 | 0000000 | PAPA JOHN'S PIZZA | 59.50 | | | 08/13/24 | |
| | | 7 PIZZAS | | | | | | | | | |
| 196 | | 02/25 AP | | 07/26/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 | |
| | | 9 PIZZAS | | | | | | | | | |
| 196 | | 02/25 AP | | 07/25/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 | |
| | | 9 PIZZAS | | | | | | | | | |
| 196 | | 02/25 AP | | 07/25/24 | 0000000 | PAPA JOHN'S PIZZA | 51.00 | | | 08/13/24 | |
| | | 6 PIZZAS | | | | | | | | | |
| 196 | | 02/25 AP | | 07/25/24 | 0000000 | MYERS-COX COMPANY | 2,444.27 | | | 08/13/24 | |
| | | CONCESSIONS RESUPPLY | | | | | | | | | |
| 196 | | 02/25 AP | | 07/24/24 | 0000000 | PAPA JOHN'S PIZZA | 51.00 | | | 08/13/24 | |
| | | 6 PIZZAS | | | | | | | | | |
| 196 | | 02/25 AP | | 07/23/24 | 0000000 | PAPA JOHN'S PIZZA | 76.50 | | | 08/13/24 | |
| | | 9 PIZZAS | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 5,690.54 | .00 | 5,690.54 | |
| 101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS | | | | | | | | | | | |
| 227 | | 02/25 AP | | 08/08/24 | 0000000 | ATLANTIC COCA-COLA | 151.87 | | | 08/13/24 | |
| | | REC BEVERAGE RE-STOCK | | | | | | | | | |
| 196 | | 02/25 AP | | 08/01/24 | 0000000 | ATLANTIC COCA-COLA | 329.71 | | | 08/13/24 | |
| | | REC CONCESSIONS SUPPLIES | | | | | | | | | |
| 221 | | 02/25 AP | | 07/19/24 | 0147192 | US BANK | 110.24 | | | 08/08/24 | |
| | | SQ *FAT CUP COFFEE COMPAN | | | | COFFEE | | | | | |
| | | ACCOUNT TOTAL | | | | | | 591.82 | .00 | 591.82 | |
| 101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP | | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/27/24 | 0147192 | US BANK | 151.96 | | | 08/08/24 | |
| | | AMAZON.COM*RC0EQ2LE2 | | | | SPEAKER-OUTDOOR CLASSES | | | | | |
| 2253 | | 12/24 AP | | 06/21/24 | 0147192 | US BANK | 748.80 | | | 08/08/24 | |
| | | FITNESS FACTORY OUTLET | | | | MATS/HANGERS-WEIGHTROOM | | | | | |
| 221 | | 02/25 AP | | 07/01/24 | 0147192 | US BANK | 35.28 | | | 08/08/24 | |
| | | AMAZON MKTPL*RC57Z51K2 | | | | SPEAKR BATT./PENCIL POUCH | | | | | |
| | | ACCOUNT TOTAL | | | | | | 936.04 | .00 | 936.04 | |

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| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2253-423.72-50 | | | | | | OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES | | | | |
| 221 | | 02/25 AP | | 07/02/24 | 0147192 | US BANK | 441.39 | | 08/08/24 | |
| | | | | AMAZON MKTPL*RC0754U52 | | BALLS/SPACE PLAY/SPECIALS | | | | |
| 221 | | 02/25 AP | | 07/02/24 | 0147192 | US BANK | 326.96 | | 08/08/24 | |
| | | | | AMAZON.COM*RC8MN2I31 | | RHINO DODGEBALLS/SPECIALS | | | | |
| 221 | | 02/25 AP | | 07/01/24 | 0147192 | US BANK | 38.45 | | 08/08/24 | |
| | | | | AMZN MKTP US*RC9K921E2 | | POOL CUES/SPECIALS | | | | |
| | | | | ACCOUNT TOTAL | | | 806.80 | .00 | 806.80 | |
| 101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS | | | | | | | | | | |
| 227 | | 02/25 AP | | 07/31/24 | 0000000 | ACCO UNLIMITED CORPORATION | 3,377.10 | | 08/13/24 | |
| | | | | ACID / CL2 / SODIUM | | BICARB RE-SUPPLY | | | | |
| 196 | | 02/25 AP | | 07/26/24 | 0000000 | ACCO UNLIMITED CORPORATION | 31.33 | | 08/13/24 | |
| | | | | TUBE CONNECTORS | | CHEM LINES | | | | |
| 196 | | 02/25 AP | | 07/24/24 | 0000000 | ACCO UNLIMITED CORPORATION | 1,851.80 | | 08/13/24 | |
| | | | | CHEMICAL RE-SUPPLY | | | | | | |
| | | | | ACCOUNT TOTAL | | | 5,260.23 | .00 | 5,260.23 | |
| 101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP | | | | | | | | | | |
| 227 | | 02/25 AP | | 08/06/24 | 0000000 | MENARDS-CEDAR FALLS | 64.44 | | 08/13/24 | |
| | | | | SNACK CABINET AND DRY | | WALL REPAIR SUPPLIES | | | | |
| 196 | | 02/25 AP | | 08/02/24 | 0000000 | MENARDS-CEDAR FALLS | 54.96 | | 08/13/24 | |
| | | | | BATTERIES, DRYER SHEETS, | | SQUEEGE | | | | |
| 196 | | 02/25 AP | | 08/01/24 | 0000000 | IWMC | 58.00 | | 08/13/24 | |
| | | | | WATER MANAGERMENT SERVICE | | | | | | |
| 215 | | 02/25 AP | | 07/31/24 | 0000000 | CULLIGAN WATER CONDITIONING | 136.40 | | 08/13/24 | |
| | | | | INSPECTION / JULY SALT | | | | | | |
| 196 | | 02/25 AP | | 07/24/24 | 0000000 | POLK'S LOCK SERVICE, INC. | 12.00 | | 08/13/24 | |
| | | | | REMOVE BROKEN KEY MPR | | LOCK | | | | |
| 215 | | 02/25 AP | | 07/24/24 | 0000000 | MENARDS-CEDAR FALLS | 23.68 | | 08/13/24 | |
| | | | | CONCESSIONS CABINET | | SUPPLIES | | | | |
| | | | | ACCOUNT TOTAL | | | 349.48 | .00 | 349.48 | |
| 101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT. | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/25/24 | 0147192 | US BANK | 70.00 | | 08/08/24 | |
| | | | | WM SUPERCENTER #753 | | CONSC. MICROWAVE | | | | |
| 2253 | | 12/24 AP | | 06/21/24 | 0147192 | US BANK | 5.94 | | 08/08/24 | |
| | | | | O DONNELL ACE HARDWARE | | ORINGS FOR SHOWER HEADS | | | | |
| 2253 | | 12/24 AP | | 06/21/24 | 0147192 | US BANK | 12.68 | | 08/08/24 | |
| | | | | O DONNELL ACE HARDWARE | | FLY TRAPS & HOOKS | | | | |
| 215 | | 02/25 AP | | 08/01/24 | 0000000 | ROYALTURF INC | 393.75 | | 08/13/24 | |
| | | | | JULY INTERIOR BED | | MAINT | | | | |
| 227 | | 02/25 AP | | 07/30/24 | 0000000 | MENARDS-CEDAR FALLS | 39.99 | | 08/13/24 | |
| | | | | CHEM ROOM FAN | | | | | | |

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|--|--------|------------|----|--|------|--------|-------------------------------|----------|---------|-----------------|-----------|
| FUND 101 GENERAL FUND | | | | | | | | | | | |
| 101-2253-423.86-31 | | | | REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT. | | | | | | | continued |
| 196 | | 02/25 AP | | 07/25/24 0000000 | | | POLK'S LOCK SERVICE, INC. | 48.50 | | | 08/13/24 |
| | | | | FAC KEYS | | | | | | | |
| 196 | | 02/25 AP | | 07/24/24 0000000 | | | WILSON RESTAURANT SUPPLY, INC | 258.58 | | | 08/13/24 |
| | | | | POPCORN MACHINE REPAIR | | | | | | | |
| 221 | | 02/25 AP | | 07/18/24 0147192 | | | US BANK | 21.76 | | | 08/08/24 |
| | | | | O DONNELL ACE HARDWARE | | | 409 / GLASS CLEANER | | | | |
| 221 | | 02/25 AP | | 07/16/24 0147192 | | | US BANK | 53.37 | | | 08/08/24 |
| | | | | O DONNELL ACE HARDWARE | | | PLIERS / WD - 40 | | | | |
| 221 | | 02/25 AP | | 07/16/24 0147192 | | | US BANK | 14.38 | | | 08/08/24 |
| | | | | O DONNELL ACE HARDWARE | | | DUCT TAPE / BOLT | | | | |
| 221 | | 02/25 AP | | 07/12/24 0147192 | | | US BANK | 35.98 | | | 08/08/24 |
| | | | | O DONNELL ACE HARDWARE | | | GARBAGE BAGS | | | | |
| 221 | | 02/25 AP | | 07/10/24 0147192 | | | US BANK | 76.84 | | | 08/08/24 |
| | | | | AMAZON RET* 113-363762 | | | CHEMICAL SPRAYERS | | | | |
| 221 | | 02/25 AP | | 07/10/24 0147192 | | | US BANK | 453.54 | | | 08/08/24 |
| | | | | AMAZON RET* 113-363762 | | | STORAGE LOCKERS | | | | |
| 221 | | 02/25 AP | | 07/01/24 0147192 | | | US BANK | 31.05 | | | 08/08/24 |
| | | | | O DONNELL ACE HARDWARE | | | TUBING FOR CL2 MAIN | | | | |
| | | | | ACCOUNT TOTAL | | | | 1,516.36 | .00 | 1,516.36 | |
| 101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | | |
| 169 | | 02/25 AP | | 07/23/24 0000000 | | | OFFICE EXPRESS OFFICE PRODUCT | 48.02 | | | 08/13/24 |
| | | | | PENS, MARKERS, PENCILS | | | | | | | |
| 221 | | 02/25 AP | | 07/15/24 0147192 | | | US BANK | 38.18 | | | 08/08/24 |
| | | | | AMAZON MKTPL*RS3N854M0 | | | POST-ITS, NOTEBOOK | | | | |
| | | | | ACCOUNT TOTAL | | | | 86.20 | .00 | 86.20 | |
| 101-2280-423.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | | | | | | | | | | | |
| 169 | | 02/25 AP | | 08/05/24 0000000 | | | LIU, SIDIAN | 113.20 | | | 08/13/24 |
| | | | | 10 ZINES FOR EXH DEC 2024 | | | SIDIAN LIU | | | | |
| | | | | PROJECT#: 568 | | | | | | | |
| | | | | ACCOUNT TOTAL | | | | 113.20 | .00 | 113.20 | |
| 101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES | | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/27/24 0147192 | | | US BANK | 129.97 | | | 08/08/24 |
| | | | | MICHAELS STORES 1246 | | | FACE PAINTING SUPPLIES | | | | |
| 2253 | | 12/24 AP | | 06/26/24 0147192 | | | US BANK | 19.39 | | | 08/08/24 |
| | | | | HOBBY-LOBBY #0135 | | | SUMMER CAMP SUPPLIES | | | | |
| 2253 | | 12/24 AP | | 06/24/24 0147192 | | | US BANK | 14.47 | | | 08/08/24 |
| | | | | HOBBY-LOBBY #0135 | | | ART CAN HELP SUPPLIES | | | | |
| 2253 | | 12/24 AP | | 06/21/24 0147192 | | | US BANK | 32.43 | | | 08/08/24 |
| | | | | WAL-MART #0753 | | | GLUE STICKS, COTTON BALLS | | | | |
| 169 | | 02/25 AP | | 07/24/24 0000000 | | | O'DONNELL ACE HARDWARE | 15.47 | | | 08/13/24 |

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|--|--------|------------|----|----------|--------------------|---------------------------|--------|---------|-----------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP. | | | | | | continued | | | | |
| 2253 | | 12/24 | AP | 06/25/24 | 0147192 | US BANK | 34.95 | | 08/08/24 | |
| | | | | | | HY-VEE CEDAR FALLS 1052 | | | | |
| | | | | | | POPCICLES FOR EVENTS | | | | |
| 221 | | 02/25 | AP | 07/19/24 | 0147192 | US BANK | 5.99 | | 08/08/24 | |
| | | | | | | CASEYS #3045 | | | | |
| | | | | | | ICE FOR EVENTS | | | | |
| 221 | | 02/25 | AP | 07/15/24 | 0147192 | US BANK | 69.89 | | 08/08/24 | |
| | | | | | | HY-VEE CEDAR FALLS 1052 | | | | |
| | | | | | | VOL SUPPLIES FOR ARTISANS | | | | |
| 221 | | 02/25 | AP | 07/15/24 | 0147192 | US BANK | 39.97 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RY3K59KB1 | | | | |
| | | | | | | POPCORN BOXES, WHITE-OUT | | | | |
| 221 | | 02/25 | AP | 07/11/24 | 0147192 | US BANK | 32.96 | | 08/08/24 | |
| | | | | | | HY-VEE CEDAR FALLS 1052 | | | | |
| | | | | | | WIPES, POPCORN FOR EVENTS | | | | |
| 221 | | 02/25 | AP | 07/10/24 | 0147192 | US BANK | 74.95 | | 08/08/24 | |
| | | | | | | MICHAELS STORES 1246 | | | | |
| | | | | | | ARTISANS CANDLE SUPPLIES | | | | |
| 221 | | 02/25 | AP | 07/03/24 | 0147192 | US BANK | 60.14 | | 08/08/24 | |
| | | | | | | WWW.NAMEBADGE.COM | | | | |
| | | | | | | VOLUNTEER NAMETAGS | | | | |
| | | | | | | ACCOUNT TOTAL | 355.79 | .00 | 355.79 | |
| 101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE | | | | | | | | | | |
| 221 | | 02/25 | AP | 07/17/24 | 0147192 | US BANK | 33.60 | | 08/08/24 | |
| | | | | | | USPS PO 1814940913 | | | | |
| | | | | | | TINY ART RETURN POSTAGE | | | | |
| 221 | | 02/25 | AP | 07/17/24 | 0147192 | US BANK | .15 | | 08/08/24 | |
| | | | | | | USPS PO 1814940913 | | | | |
| | | | | | | TINY ART RETURN POSTAGE | | | | |
| | | | | | | ACCOUNT TOTAL | 33.75 | .00 | 33.75 | |
| 101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | | |
| 169 | | 02/25 | AP | 08/05/24 | 0000000 | VESTIS | 13.94 | | 08/13/24 | |
| | | | | | | MAT SERVICE | | | | |
| 169 | | 02/25 | AP | 07/06/24 | 0000000 | MCCURREN, FORREST | 450.00 | | 08/13/24 | |
| | | | | | | OUTDOOR CONCERT 9/12/24 | | | | |
| | | | | | | ACCOUNT TOTAL | 463.94 | .00 | 463.94 | |
| 101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS | | | | | | | | | | |
| 221 | | 02/25 | AP | 07/04/24 | 0147192 | US BANK | 59.99 | | 08/08/24 | |
| | | | | | | FACEBK *WFN537UYN2 | | | | |
| | | | | | | FACEBOOK ADS | | | | |
| | | | | | | ACCOUNT TOTAL | 59.99 | .00 | 59.99 | |
| 101-2280-423.89-01 MISCELLANEOUS SERVICES / MISCELLANEOUS | | | | | | | | | | |
| 221 | | 02/25 | AP | 07/01/24 | 0147192 | US BANK | 54.75 | | 08/08/24 | |
| | | | | | | U-HAUL MOVING & STORAGE O | | | | |
| | | | | | | VAN RENTAL FOR LARGE ART | | | | |
| | | | | | | ACCOUNT TOTAL | 54.75 | .00 | 54.75 | |

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|--|--------|---------------|----|----------|--------------------|---|----------|----------|-----------------|----------|--|
| FUND 101 GENERAL FUND | | | | | | | | | | | |
| 101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | | | | | | |
| 169 | | 02/25 AP | | 08/01/24 | 0000000 | NAVY HOUSE PRODUCTIONS | 700.00 | | | 08/13/24 | |
| | | | | | | FRIENDS ANNUAL MEETING | | | | | |
| 169 | | 02/25 AP | | 07/31/24 | 0000000 | SWANDER, MARY | 1,778.21 | | | 08/13/24 | |
| | | | | | | SQUATTERS ON RED EARTH | | | | | |
| 221 | | 02/25 AP | | 07/16/24 | 0147192 | US BANK | 304.58 | | | 08/08/24 | |
| | | | | | | TV STAND EQUIPMENT | | | | | |
| 221 | | 02/25 AP | | 07/15/24 | 0147192 | US BANK | 269.99 | | | 08/08/24 | |
| | | | | | | TV-FRIENDS SUPP. PURCHASE | | | | | |
| 221 | | 02/25 AP | | 07/12/24 | 0147192 | US BANK | 319.00 | | | 08/08/24 | |
| | | | | | | ANATOMICAL HUMAN SKELETON | | | | | |
| 169 | | 02/25 AP | | 07/11/24 | 0000000 | SIGNS BY TOMORROW | 71.50 | | | 08/13/24 | |
| | | | | | | FRIENDS OF HEARST SIGNS | | | | | |
| | | ACCOUNT TOTAL | | | | | | 3,443.28 | .00 | 3,443.28 | |
| 101-2280-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | | | |
| 169 | | 02/25 AP | | 08/01/24 | 0000000 | EDEN PLUS, LLC | 8,750.00 | | | 08/13/24 | |
| | | | | | | PAYMENT 2 OF 4 | | | | | |
| | | ACCOUNT TOTAL | | | | | | 8,750.00 | .00 | 8,750.00 | |
| 101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | | |
| 247 | | 02/25 AP | | 08/02/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 6.08 | | | 08/13/24 | |
| | | | | | | LETTER COPY PAPER | | | | | |
| 220 | | 02/25 AP | | 07/29/24 | 0000000 | OUTDOOR & MORE | 319.20 | | | 08/13/24 | |
| | | | | | | BULK ASPEN FUEL/PER GAL. 16 GALLONS | | | | | |
| | | ACCOUNT TOTAL | | | | | | 325.28 | .00 | 325.28 | |
| 101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY | | | | | | | | | | | |
| 220 | | 02/25 AP | | 08/02/24 | 0000000 | VESTIS | 7.25 | | | 08/13/24 | |
| | | | | | | TOWELS-STATION #2 1718 MAIN | | | | | |
| 220 | | 02/25 AP | | 08/02/24 | 0000000 | VESTIS | 31.34 | | | 08/13/24 | |
| | | | | | | MATS & TOWELS-PSS BLDG 4600 S MAIN | | | | | |
| | | ACCOUNT TOTAL | | | | | | 38.59 | .00 | 38.59 | |
| 101-4511-414.72-04 OPERATING SUPPLIES / SCBA SUPPLIES | | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/03/24 | 0147192 | US BANK | 399.90 | | | 08/08/24 | |
| | | | | | | AMAZON.COM*R74FQ3V90 SMOKE GENERATOR KIT-SCBA | | | | | |
| | | ACCOUNT TOTAL | | | | | | 399.90 | .00 | 399.90 | |
| 101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES | | | | | | | | | | | |

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|--|--------|------------|----|----------|--------------------|--|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES | | | | | | continued | | | | |
| 221 | | 02/25 AP | | 07/05/24 | 0147192 | US BANK FIRE SUPPLY DEPOT | 44.95 | | 44.95 | 08/08/24 |
| | | | | | | TACMED BACKPACK-FIRE | | | | |
| | | | | | | ACCOUNT TOTAL | 44.95 | .00 | 44.95 | |
| 101-4511-414.72-10 OPERATING SUPPLIES / FIRE PREVENTION | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/19/24 | 0147192 | US BANK POSITIVE PROMOTIONS | 247.14 | | 247.14 | 08/08/24 |
| | | | | | | BACKPACKS;FIRST AID KITS | | | | |
| | | | | | | ACCOUNT TOTAL | 247.14 | .00 | 247.14 | |
| 101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/27/24 | 0147192 | US BANK | 270.96 | | 270.96 | 08/08/24 |
| | | | | | | AMZN MKTP US*RC9LW0472 | | | | |
| 221 | | 02/25 AP | | 07/12/24 | 0147192 | US BANK IA SECRETARY OF STATE | 30.00 | | 30.00 | 08/08/24 |
| | | | | | | RENEW NOTARY-Z.LADAGE | | | | |
| | | | | | | ACCOUNT TOTAL | 300.96 | .00 | 300.96 | |
| 101-4511-414.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | | |
| 219 | | 02/25 AP | | 08/07/24 | 0000000 | STOREY KENWORTHY PERSONNEL ACTION FORMS | 200.00 | | 200.00 | 08/13/24 |
| | | | | | | 2500 | | | | |
| | | | | | | ACCOUNT TOTAL | 200.00 | .00 | 200.00 | |
| 101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | | | | | | | | |
| 220 | | 02/25 AP | | 08/08/24 | 0000000 | DINGES FIRE COMPANY | 1,136.50 | | 1,136.50 | 08/13/24 |
| | | | | | | VANGUARD FIRE GLOVES | | | | |
| 220 | | 02/25 AP | | 07/19/24 | 0000000 | SANDEE'S | 131.30 | | 131.30 | 08/13/24 |
| | | | | | | 2 SMALL;5 MED;5 LARGE | | | | |
| | | | | | | 3 FIRE HONOR GUARD BADGES | | | | |
| | | | | | | ACCOUNT TOTAL | 1,267.80 | .00 | 1,267.80 | |
| 101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES | | | | | | | | | | |
| 220 | | 02/25 AP | | 07/30/24 | 0000000 | SIGNS BY TOMORROW | 488.00 | | 488.00 | 08/13/24 |
| | | | | | | FROSTED WINDOW VINYL | | | | |
| 220 | | 02/25 AP | | 07/25/24 | 0000000 | FAREWAY STORES INC. #190 | 78.08 | | 78.08 | 08/13/24 |
| | | | | | | 16 CASES BOTTLED WATER | | | | |
| 220 | | 02/25 AP | | 07/12/24 | 0000000 | DIRECT APPLIANCE & TV CENTER | 1,329.00 | | 1,329.00 | 08/13/24 |
| | | | | | | SPEEDQUEEN ELECTRIC DRYER | | | | |
| | | | | | | ACCOUNT TOTAL | 1,895.08 | .00 | 1,895.08 | |

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| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | | |
| 2253 | | 12/24 | AP | 06/26/24 | 0147192 | US BANK | 34.00 | | | 08/08/24 |
| | | | | | | UIOWA ONLINE PAYMENTS | | | | |
| | | | | | | BLS HEALTHCARE CARDS-4 | | | | |
| | | | | | | ACCOUNT TOTAL | 34.00 | .00 | 34.00 | |
| 101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 2253 | | 12/24 | AP | 06/25/24 | 0147192 | US BANK | 917.00 | | | 08/08/24 |
| | | | | | | SQ *NATIONAL TACTICAL OFF | | | | |
| | | | | | | REG:TACT.EMS TRNG-RICHTER | | | | |
| 2253 | | 12/24 | AP | 06/24/24 | 0147192 | US BANK | 8.50 | | | 08/08/24 |
| | | | | | | UIOWA ONLINE PAYMENTS | | | | |
| 220 | | 02/25 | AP | 08/05/24 | 0000000 | FIRE SERVICE TRNG. BUREAU | 50.00 | | | 08/13/24 |
| | | | | | | RETEST FEE-HAZMAT/JACOBSON | | | | |
| 220 | | 02/25 | AP | 08/05/24 | 0000000 | FIRE SERVICE TRNG. BUREAU | 50.00 | | | 08/13/24 |
| | | | | | | RETEST FEE-HAZMAT/PENSEL | | | | |
| 221 | | 02/25 | AP | 07/17/24 | 0147192 | US BANK | 25.50 | | | 08/08/24 |
| | | | | | | UIOWA ONLINE PAYMENTS | | | | |
| | | | | | | BLS HEALTHCARE CARDS-3 | | | | |
| | | | | | | ACCOUNT TOTAL | 1,051.00 | .00 | 1,051.00 | |
| 101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | | |
| 220 | | 02/25 | AP | 07/26/24 | 0000000 | PROSHIELD FIRE & SECURITY | 253.50 | | | 08/13/24 |
| | | | | | | FIRE EXT. INSPECT/SERVICE | | | | |
| | | | | | | 1718 MAIN | | | | |
| | | | | | | ACCOUNT TOTAL | 253.50 | .00 | 253.50 | |
| 101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | | | | | |
| 2253 | | 12/24 | AP | 06/27/24 | 0147192 | US BANK | 241.95 | | | 08/08/24 |
| | | | | | | EAGLE ENGRAVING INC | | | | |
| | | | | | | 10 COMMENDATON BARS | | | | |
| 2253 | | 12/24 | AP | 06/26/24 | 0147192 | US BANK | 429.74 | | | 08/08/24 |
| | | | | | | PY *SHIRT SHACK INC. | | | | |
| | | | | | | SHIRTS-QUARTERMASTER | | | | |
| 2253 | | 12/24 | AP | 06/25/24 | 0147192 | US BANK | 97.95 | | | 08/08/24 |
| | | | | | | EAGLE ENGRAVING INC | | | | |
| | | | | | | 4 COMMENDATION BARS | | | | |
| 220 | | 02/25 | AP | 08/06/24 | 0000000 | GALLS, LLC | 142.59 | | | 08/13/24 |
| | | | | | | QTRMASTER- PANTS;BRADLEY | | | | |
| | | | | | | 2 PAIR 5.11 STRYKE PANTS | | | | |
| 221 | | 02/25 | AP | 07/22/24 | 0147192 | US BANK | 118.00 | | | 08/08/24 |
| | | | | | | JHIGGINS LTD | | | | |
| | | | | | | FIRE HONOR GUARD UNIFORM | | | | |
| 221 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | 144.50 | | | 08/08/24 |
| | | | | | | FSP*BROWNS SHOE FIT CO -C | | | | |
| | | | | | | SHOES-SHEA MCNAMARA | | | | |
| | | | | | | ACCOUNT TOTAL | 1,174.73 | .00 | 1,174.73 | |
| 101-4511-414.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | |
| 221 | | 02/25 | AP | 07/02/24 | 0147192 | US BANK | 1,349.00 | | | 08/08/24 |
| | | | | | | DIRECT APPLIANCE | | | | |
| | | | | | | NEW WASHING MACHINE-FIRE | | | | |
| | | | | | | ACCOUNT TOTAL | 1,349.00 | .00 | 1,349.00 | |

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|--|--------|------------|----|----------|--------------------|-------------------------------|--------|---------|-----------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 2253 | | 12/24 | AP | 06/24/24 | 0147192 | US BANK | 91.80 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RG2HW5RAO | | | | |
| | | | | | | 4-PORTFOLIO BINDER ORG. | | | | |
| 220 | | 02/25 | AP | 08/02/24 | 0000000 | VESTIS | 25.37 | | 08/13/24 | |
| | | | | | | MATS/RUGS- PSS BUILDING | | | | |
| | | | | | | 4600 S MAIN | | | | |
| 247 | | 02/25 | AP | 08/02/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 3.80 | | 08/13/24 | |
| | | | | | | LETTER COPY PAPER | | | | |
| 219 | | 02/25 | AP | 07/26/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 37.72 | | 08/13/24 | |
| | | | | | | OFFICE SUPPLIES; | | | | |
| | | | | | | GLUE,MARKERS,LABEL TAPE | | | | |
| | | | | | | ACCOUNT TOTAL | 158.69 | .00 | 158.69 | |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 2260 | | 12/24 | AP | 06/27/24 | 0000000 | SIGNS BY TOMORROW | 96.80 | | 08/13/24 | |
| | | | | | | VEHICLE DECALS | | | | |
| | | | | | | "JOIN OUR TEAM QR CODE" | | | | |
| 219 | | 02/25 | AP | 08/07/24 | 0000000 | MENARDS-CEDAR FALLS | 164.93 | | 08/13/24 | |
| | | | | | | SIGN POSTS & BOLTS | | | | |
| | | | | | | NO PARKING-STURGIS FALLS | | | | |
| 219 | | 02/25 | AP | 08/06/24 | 0000000 | FAREWAY STORES INC. #190 | 19.99 | | 08/13/24 | |
| | | | | | | PROPANE REFILL FOR GRILL | | | | |
| | | | | | | NAT'L NIGHT OUT | | | | |
| 219 | | 02/25 | AP | 08/03/24 | 0000000 | SHRED-IT USA | 77.37 | | 08/13/24 | |
| | | | | | | DOC DESTRUCTION 7/18/24 | | | | |
| 219 | | 02/25 | AP | 07/30/24 | 0000000 | GIBSON SPECIALTY CO. | 63.75 | | 08/13/24 | |
| | | | | | | 15 NAME PLATES FOR WELLER | | | | |
| | | | | | | HUEBNER,JACOBSON,BRADLEY | | | | |
| 219 | | 02/25 | AP | 07/22/24 | 0000000 | COURIER LEGAL-COLUMN SOFTWARE | 25.90 | | 08/13/24 | |
| | | | | | | FOUND PROP. LEGAL NOTICE | | | | |
| | | | | | | 7/27;8/3;8/10/2024 | | | | |
| 221 | | 02/25 | AP | 07/01/24 | 0147192 | US BANK | 68.06 | | 08/08/24 | |
| | | | | | | WAL-MART #0753 | | | | |
| | | | | | | DRINKS FOR STURGIS FALLS | | | | |
| | | | | | | ACCOUNT TOTAL | 516.80 | .00 | 516.80 | |
| 101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT | | | | | | | | | | |
| 221 | | 02/25 | AP | 07/17/24 | 0147192 | US BANK | 42.99 | | 08/08/24 | |
| | | | | | | AMAZON.COM*RS8U98PDO | | | | |
| | | | | | | UV FILTER-CRIME SCENE | | | | |
| | | | | | | ACCOUNT TOTAL | 42.99 | .00 | 42.99 | |
| 101-5521-415.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | | |
| 219 | | 02/25 | AP | 08/07/24 | 0000000 | STOREY KENWORTHY | 200.00 | | 08/13/24 | |
| | | | | | | PERSONNEL ACTION FORMS | | | | |
| | | | | | | 2500 | | | | |
| | | | | | | ACCOUNT TOTAL | 200.00 | .00 | 200.00 | |
| 101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | | |
| 219 | | 02/25 | AP | 08/06/24 | 0000000 | MYERS, LAURA | 350.00 | | 08/13/24 | |
| | | | | | | PSO HIRING - POLYGRAPH | | | | |
| | | | | | | YAKLICH 7/26/24 | | | | |
| 219 | | 02/25 | AP | 08/01/24 | 0000000 | THOMSON REUTERS - WEST | 314.93 | | 08/13/24 | |

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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 | | | | | | | | | | |
| 101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | continued | | | | |
| INVESTIGATIVE SOFTWARE | | | | | | 7/1/24 - 7/31/24 | | | | |
| ACCOUNT TOTAL | | | | | | | 664.93 | .00 | 664.93 | |
| 101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/28/24 | 0147192 | US BANK | 90.00 | | | 08/08/24 |
| | | | | | | IA SECRETARY OF STATE | | | | |
| 221 | | 02/25 AP | | 07/15/24 | 0147192 | US BANK | 30.00 | | | 08/08/24 |
| | | | | | | PAYPAL *IOWAIAI | | | | |
| | | | | | | ANNUAL MEMB.DUES-M.BELZ | | | | |
| ACCOUNT TOTAL | | | | | | | 120.00 | .00 | 120.00 | |
| 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/12/24 | 0147192 | US BANK | 441.77 | | | 08/08/24 |
| | | | | | | COMFORT INN & SUITES | | | | |
| 221 | | 02/25 AP | | 07/12/24 | 0147192 | US BANK | 441.77 | | | 08/08/24 |
| | | | | | | COMFORT INN & SUITES | | | | |
| | | | | | | HTL.-SNIPER CERT.-MIXDORF | | | | |
| | | | | | | HTL.-SNIPER CERT.-KRAMER | | | | |
| ACCOUNT TOTAL | | | | | | | 883.54 | .00 | 883.54 | |
| 101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/17/24 | 0147192 | US BANK | 275.00 | | | 08/08/24 |
| | | | | | | SQ *MGIA IOWA CHAPTER | | | | |
| 221 | | 02/25 AP | | 07/15/24 | 0147192 | US BANK | 70.00 | | | 08/08/24 |
| | | | | | | PAYPAL *IOWAIAI | | | | |
| 221 | | 02/25 AP | | 07/12/24 | 0147192 | US BANK | 500.00 | | | 08/08/24 |
| | | | | | | IN *THE CTK GROUP | | | | |
| 221 | | 02/25 AP | | 07/12/24 | 0147192 | US BANK | 550.00 | | | 08/08/24 |
| | | | | | | IN *THE CTK GROUP | | | | |
| 221 | | 02/25 AP | | 07/09/24 | 0147192 | US BANK | 1,200.00 | | | 08/08/24 |
| | | | | | | IN *TIMM TRAINING & CONSU | | | | |
| | | | | | | REG:ADV.INTERROG-HELGESON | | | | |
| | | | | | | REG:RED DOT SCH.-2 PSO'S | | | | |
| ACCOUNT TOTAL | | | | | | | 2,595.00 | .00 | 2,595.00 | |
| 101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY | | | | | | | | | | |
| 219 | | 02/25 AP | | 07/26/24 | 0000000 | IOWA LAW ENFORCEMENT ACADEMY | 300.00 | | | 08/13/24 |
| | | | | | | MMPI EVAL-CORDOVA/HALSEY | | | | |
| ACCOUNT TOTAL | | | | | | | 300.00 | .00 | 300.00 | |
| 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 189 | | 02/25 AP | | 07/30/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 1.88 | | | 08/13/24 |
| | | | | | | MARKERS AND PACKING TAPE | | | | |
| 157 | | 02/25 AP | | 07/17/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 5.25 | | | 08/13/24 |

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|--|--------|------------|----|---------------------------|--|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | continued | | | |
| PENS, PAPER, AIR DUSTER | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 7.13 | .00 | 7.13 | |
| 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 2245 | | | | 12/24 AP 06/25/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT TOWELS, LINERS, TISSUE | 766.99 | | | 08/13/24 |
| PROJECT#: 062514 | | | | | | | | | |
| 189 | | | | 02/25 AP 07/30/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT MARKERS AND PACKING TAPE | 1.50 | | | 08/13/24 |
| 157 | | | | 02/25 AP 07/29/24 0000000 | O'DONNELL ACE HARDWARE RATCHET STRAPS | 20.99 | | | 08/13/24 |
| PROJECT#: 062506 | | | | | | | | | |
| 157 | | | | 02/25 AP 07/23/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT TISSUE, SOAP, TOWELS | 542.91 | | | 08/13/24 |
| PROJECT#: 062514 | | | | | | | | | |
| 157 | | | | 02/25 AP 07/23/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT LINERS | 71.00 | | | 08/13/24 |
| PROJECT#: 062514 | | | | | | | | | |
| 157 | | | | 02/25 AP 07/17/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT PENS, PAPER, AIR DUSTER | 4.20 | | | 08/13/24 |
| 221 | | | | 02/25 AP 07/16/24 0147192 | US BANK AMAZON MKTPL*RS5KG2OAL LOCKER RM SHOWER CURTAINS | 100.74 | | | 08/08/24 |
| PROJECT#: 062507 | | | | | | | | | |
| 221 | | | | 02/25 AP 07/15/24 0147192 | US BANK AMZN MKTP US*RY89V08F1 HAZMAT SIGNAGE | 36.75 | | | 08/08/24 |
| PROJECT#: 062506 | | | | | | | | | |
| 221 | | | | 02/25 AP 07/12/24 0147192 | US BANK AMAZON MKTPL*RY0BZ0PX2 REFLECTIVE TAPE | 28.98 | | | 08/08/24 |
| PROJECT#: 062515 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 1,574.06 | .00 | 1,574.06 | |
| 101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | | | | | |
| 157 | | | | 02/25 AP 07/26/24 0000000 | CAMPBELL SUPPLY WATERLOO DRILL/HOLESAWS/BATTERIES | 686.97 | | | 08/13/24 |
| PROJECT#: 062506 | | | | | | | | | |
| 221 | | | | 02/25 AP 07/10/24 0147192 | US BANK USA CLEAN BY JON-DON FLOOR SCRUBBER SQUEEGE | 474.51 | | | 08/08/24 |
| PROJECT#: 062506 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 1,161.48 | .00 | 1,161.48 | |
| 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | | | | |
| 2253 | | | | 12/24 AP 06/25/24 0147192 | US BANK EQUIPARTS CORP FAUCET SENSOR | 80.25 | | | 08/08/24 |

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|---|--------|------------|----|------------------|---------------------------------------|-----------|---------|-----------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | continued | | | |
| PROJECT#: 062507 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/26/24 | 0000000 O'DONNELL ACE HARDWARE | 11.77 | | 08/13/24 | |
| DRAIN FITTINGS | | | | | | | | | |
| PROJECT#: 062510 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/24/24 | 0000000 STICKFORT ELECTRIC CO., INC. | 3,182.00 | | 08/13/24 | |
| SURGE PROTECTION DEVICE FOR ELECTRICAL PANEL | | | | | | | | | |
| PROJECT#: 062507 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 3,274.02 | .00 | 3,274.02 | |
| 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS | | | | | | | | | |
| 157 | | 02/25 AP | | 07/22/24 | 0000000 KOCH CONSTRUCTION, INC. | 342.43 | | 08/13/24 | |
| ROOF REPAIR-LIBRARY | | | | | | | | | |
| PROJECT#: 062503 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/22/24 | 0000000 KOCH CONSTRUCTION, INC. | 148.75 | | 08/13/24 | |
| ROOF REPAIR-TRANSFER STN | | | | | | | | | |
| PROJECT#: 062506 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/22/24 | 0000000 PLUMB TECH INC. | 84.99 | | 08/13/24 | |
| BACKFLOW TESTING/REPAIR | | | | | | | | | |
| PROJECT#: 062506 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/22/24 | 0000000 PLUMB TECH INC. | 509.88 | | 08/13/24 | |
| BACKFLOW TESTING/REPAIR | | | | | | | | | |
| PROJECT#: 062503 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/22/24 | 0000000 PLUMB TECH INC. | 169.98 | | 08/13/24 | |
| BACKFLOW TESTING/REPAIR | | | | | | | | | |
| PROJECT#: 062510 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/22/24 | 0000000 PLUMB TECH INC. | 424.95 | | 08/13/24 | |
| BACKFLOW TESTING/REPAIR | | | | | | | | | |
| PROJECT#: 062511 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/22/24 | 0000000 PLUMB TECH INC. | 502.20 | | 08/13/24 | |
| BACKFLOW TESTING/REPAIR | | | | | | | | | |
| PROJECT#: 062503 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/22/24 | 0000000 PLUMB TECH INC. | 84.99 | | 08/13/24 | |
| BACKFLOW TESTING/REPAIR | | | | | | | | | |
| PROJECT#: 062509 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/22/24 | 0000000 PLUMB TECH INC. | 509.70 | | 08/13/24 | |
| BACKFLOW TESTING | | | | | | | | | |
| PROJECT#: 062506 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/09/24 | 0000000 IOWA DEPT. OF INSPECTIONS & A | 80.00 | | 08/13/24 | |
| BOILER PERMITS | | | | | | | | | |
| PROJECT#: 062506 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/09/24 | 0000000 IOWA DEPT. OF INSPECTIONS & A | 80.00 | | 08/13/24 | |
| BOILER PERMITS | | | | | | | | | |
| PROJECT#: 062507 | | | | | | | | | |
| 157 | | 02/25 AP | | 07/09/24 | 0000000 IOWA DEPT. OF INSPECTIONS & A | 80.00 | | 08/13/24 | |
| BOILER PERMITS | | | | | | | | | |
| PROJECT#: 062511 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 3,017.87 | .00 | 3,017.87 | |

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| GROUP NBR | PO NBR | ACCTG PER. | ---TRANSACTION--- | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|-------------------|---|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | |
| 101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | |
| 202 | | 02/25 AP | 07/22/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT RUBBER BANDS,CARD HOLDER, TRI SCALE RULER | 19.63 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | 19.63 | .00 | 19.63 | |
| 101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT. | | | | | | | | |
| 2249 | | 12/24 AP | 07/24/24 0000000 | TEAM SERVICES, INC. CONST TESTING-ALGONQUIN 06/01-06/30/24 | 2,692.16 | | | 08/13/24 |
| PROJECT#: 023205 | | | | | | | | |
| ACCOUNT TOTAL | | | | | 2,692.16 | .00 | 2,692.16 | |
| 101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | |
| 189 | | 02/25 AP | 07/30/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT MARKERS AND PACKING TAPE | 5.63 | | | 08/13/24 |
| 157 | | 02/25 AP | 07/23/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT MONTHLY PLANNER | 20.78 | | | 08/13/24 |
| 157 | | 02/25 AP | 07/17/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT PENS, PAPER, AIR DUSTER | 15.75 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | 42.16 | .00 | 42.16 | |
| 101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | |
| 157 | | 02/25 AP | 07/26/24 0000000 | FOWLKES TREE AND STUMP REMOVA 3 TREE REMOVAL-COTTONWOOD | 12,150.00 | | | 08/13/24 |
| 157 | | 02/25 AP | 07/25/24 0000000 | O'DONNELL ACE HARDWARE GRINDING | 56.99 | | | 08/13/24 |
| 157 | | 02/25 AP | 07/25/24 0000000 | ZIMCO SUPPLY CO. GRASS SEED | 132.50 | | | 08/13/24 |
| 157 | | 02/25 AP | 07/24/24 0000000 | CAMPBELL SUPPLY WATERLOO MILWAUKEE TOOLS | 997.00 | | | 08/13/24 |
| 221 | | 02/25 AP | 07/15/24 0147192 | US BANK 2201 - SPRINKLERWHSE | | 8.91 | | 08/08/24 |
| ACCOUNT TOTAL | | | | | 13,336.49 | 8.91 | 13,327.58 | |
| 101-6633-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | |
| 221 | | 02/25 AP | 07/10/24 0147192 | US BANK IOWAAGRICULTURE.GOV | 25.00 | | | 08/08/24 |
| 221 | | 02/25 AP | 07/03/24 0147192 | US BANK IOWAAGRICULTURE.GOV | 25.00 | | | 08/08/24 |
| ACCOUNT TOTAL | | | | | 50.00 | .00 | 50.00 | |

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| GROUP NBR | PO NBR | ACCTG PER. | CD | -----TRANSACTION----- DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|-----------------------------------|--------|------------|----|-------------------------------|---------|---|------------|---------|----------------------------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6633-423.86-01 | | | | | | REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | |
| 157 | | 02/25 AP | | 07/22/24 | 0000000 | PLUMB TECH INC. | 2,596.41 | | 08/13/24 |
| | | | | | | BACKFLOW TESTING/REPAIRS | | | |
| | | | | | | ACCOUNT TOTAL | 2,596.41 | .00 | 2,596.41 |
| | | | | | | FUND TOTAL | 107,123.67 | 16.07 | 107,107.60 |
| FUND 203 TAX INCREMENT FINANCING | | | | | | | | | |
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| 206-6637-436.71-01 | | | | | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | |
| 189 | | 02/25 AP | | 07/30/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 3.75 | | 08/13/24 |
| | | | | | | MARKERS AND PACKING TAPE | | | |
| 157 | | 02/25 AP | | 07/23/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 20.78 | | 08/13/24 |
| | | | | | | MONTHLY PLANNER | | | |
| 157 | | 02/25 AP | | 07/17/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 10.50 | | 08/13/24 |
| | | | | | | PENS, PAPER, AIR DUSTER | | | |
| | | | | | | ACCOUNT TOTAL | 35.03 | .00 | 35.03 |
| 206-6637-436.73-32 | | | | | | OTHER SUPPLIES / STREETS | | | |
| 157 | | 02/25 AP | | 07/24/24 | 0000000 | BITUMINOUS MATERIALS & SUPPLY | 1,818.65 | | 08/13/24 |
| | | | | | | SPRAY PATCHER | | | |
| 157 | | 02/25 AP | | 07/19/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 1,963.00 | | 08/13/24 |
| | | | | | | 3519 DALLAS DRIVE | | | |
| | | | | | | CFU PATCH | | | |
| PROJECT#: | | | | | | 062436 | | | |
| 189 | | 02/25 AP | | 07/19/24 | 0000000 | ASPRO, INC. | 225.42 | | 08/13/24 |
| | | | | | | ASPHALT | | | |
| 157 | | 02/25 AP | | 07/18/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 594.00 | | 08/13/24 |
| | | | | | | E RIDGEWOOD AND GREENWOOD | | | |
| 157 | | 02/25 AP | | 07/13/24 | 0000000 | BMC AGGREGATES L.C. | 763.22 | | 08/13/24 |
| | | | | | | ROCK | | | |
| 157 | | 02/25 AP | | 07/13/24 | 0000000 | BMC AGGREGATES L.C. | 216.63 | | 08/13/24 |
| | | | | | | ROCK | | | |
| | | | | | | ACCOUNT TOTAL | 5,580.92 | .00 | 5,580.92 |
| 206-6637-436.92-01 | | | | | | STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | |
| 2255 | | 12/24 AP | | 08/08/24 | 0000000 | FOTH INFRASTRUCTURE & ENVIRON | 4,258.50 | | 08/13/24 |
| | | | | | | 3341-HWY 57 & UNION | | | |
| | | | | | | SERVICES THROUGH 06/30/24 | | | |
| PROJECT#: | | | | | | 023341 | | | |
| 2255 | | 12/24 AP | | 07/11/24 | 0000000 | FOTH INFRASTRUCTURE & ENVIRON | 9,016.37 | | 08/13/24 |
| | | | | | | 3259-2024 BRIDGE INSPECT | | | |
| | | | | | | SERVICES THROUGH 06/30/24 | | | |
| PROJECT#: | | | | | | 023259 | | | |
| | | | | | | ACCOUNT TOTAL | 13,274.87 | .00 | 13,274.87 |

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| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|-------|----------------------|--|-----------|---------|-----------------|----------|
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | | |
| 206-6637-436.92-81 | | | | 02/25 | AP 08/05/24 00000000 | STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM BOULDER CONTRACTING, LLC | 81,415.76 | | | 08/13/24 |
| | | | | | | 3335-2024 ALLEY RECON | | | | |
| | | | | | | PROJECT#: 023335 | | | | |
| | | | | | | ACCOUNT TOTAL | 81,415.76 | .00 | 81,415.76 | |
| 206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS | | | | | | | | | | |
| 232 | | | | 02/25 | AP 08/07/24 00000000 | KW ELECTRIC, INC. 3240-W 27TH STREET RECON INSTALL FEEDS FOR CAMERAS | 7,000.00 | | | 08/13/24 |
| | | | | | | PROJECT#: 023240 | | | | |
| | | | | | | ACCOUNT TOTAL | 7,000.00 | .00 | 7,000.00 | |
| 206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 189 | | | | 02/25 | AP 07/30/24 00000000 | OFFICE EXPRESS OFFICE PRODUCT | 1.88 | | | 08/13/24 |
| | | | | | | MARKERS AND PACKING TAPE | | | | |
| 157 | | | | 02/25 | AP 07/17/24 00000000 | OFFICE EXPRESS OFFICE PRODUCT | 5.25 | | | 08/13/24 |
| | | | | | | PENS, PAPER, AIR DUSTER | | | | |
| | | | | | | ACCOUNT TOTAL | 7.13 | .00 | 7.13 | |
| 206-6647-436.72-16 OPERATING SUPPLIES / TOOLS | | | | | | | | | | |
| 189 | | | | 02/25 | AP 07/26/24 00000000 | CAMPBELL SUPPLY WATERLOO POWER TOOLS | 1,112.78 | | | 08/13/24 |
| | | | | | | ACCOUNT TOTAL | 1,112.78 | .00 | 1,112.78 | |
| 206-6647-436.72-62 OPERATING SUPPLIES / PAINT | | | | | | | | | | |
| 189 | | | | 02/25 | AP 07/24/24 00000000 | DIAMOND VOGEL PAINT - #64/#55 PAINT SUPPLIES | 25.20 | | | 08/13/24 |
| | | | | | | ACCOUNT TOTAL | 25.20 | .00 | 25.20 | |
| 206-6647-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 221 | | | | 02/25 | AP 07/01/24 0147192 | US BANK PSI SERVICES LLC ELECT.PRACT.EXAM-UHLENHOP | 74.85 | | | 08/08/24 |
| | | | | | | ACCOUNT TOTAL | 74.85 | .00 | 74.85 | |
| 206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | | |
| 189 | | | | 02/25 | AP 07/26/24 00000000 | TRAFFIC CONTROL CORPORATION BATTERY REPLACEMENT | 7,100.00 | | | 08/13/24 |
| | | | | | | ACCOUNT TOTAL | 7,100.00 | .00 | 7,100.00 | |

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|-----------------------------------|--------|------------|----|-------------------|---|------------|---------|-----------------|----------|
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| | | | | | FUND TOTAL | 115,626.54 | .00 | 115,626.54 | |
| FUND 215 HOSPITAL FUND | | | | | | | | | |
| 215-1230-421.88-45 | | | | 02/25 AP 07/24/24 | OUTSIDE AGENCIES / COMMUNITY HEALTH CARE PR. FOCUS ON DIABETES | 748.19 | | | 08/13/24 |
| 247 | | | | 02/25 AP 07/24/24 | HEALTH TRUST GRANT-FY25 | | | | |
| | | | | | ACCOUNT TOTAL | 748.19 | .00 | 748.19 | |
| | | | | | FUND TOTAL | 748.19 | .00 | 748.19 | |
| FUND 216 POLICE BLOCK GRANT FUND | | | | | | | | | |
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.71-01 | | | | 02/25 AP 08/02/24 | OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT | 2.28 | | | 08/13/24 |
| 247 | | | | 02/25 AP 08/02/24 | LETTER COPY PAPER | | | | |
| 202 | | | | 02/25 AP 07/22/24 | OFFICE EXPRESS OFFICE PRODUCT RUBBER BANDS,CARD HOLDER | .82 | | | 08/13/24 |
| | | | | | ACCOUNT TOTAL | 3.10 | .00 | 3.10 | |
| | | | | | FUND TOTAL | 3.10 | .00 | 3.10 | |
| FUND 223 COMMUNITY BLOCK GRANT | | | | | | | | | |
| 223-2224-432.71-01 | | | | 02/25 AP 08/02/24 | OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT | 1.52 | | | 08/13/24 |
| 247 | | | | 02/25 AP 08/02/24 | LETTER COPY PAPER | | | | |
| 202 | | | | 02/25 AP 07/22/24 | OFFICE EXPRESS OFFICE PRODUCT RUBBER BANDS,CARD HOLDER | .16 | | | 08/13/24 |
| | | | | | ACCOUNT TOTAL | 1.68 | .00 | 1.68 | |
| 223-2224-432.89-57 | | | | 12/24 AP 08/07/24 | MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT OEL CONSTRUCTION SERVICES, IN RETAINAGE | 9,416.08 | | | 08/13/24 |
| 2255 | | | | 12/24 AP 08/07/24 | 3248-CDBG*21 SIDEWALK INF | | | | |
| | | | | | PROJECT#: 023248 | | | | |
| | | | | | ACCOUNT TOTAL | 9,416.08 | .00 | 9,416.08 | |
| | | | | | FUND TOTAL | 9,417.76 | .00 | 9,417.76 | |

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|---|--------|---|---------|------|--------------------|-------------------------------|------------|---------|-----------------|----------|
| FUND 224 TRUST & AGENCY | | | | | | | | | | |
| FUND 242 STREET REPAIR FUND | | | | | | | | | | |
| 242-1240-431 | 92-25 | STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON | | | | | | | | |
| 2260 | 12/24 | AP 07/30/24 | 0000000 | | | AHLERS AND COONEY, P.C. | 2,094.50 | | | 08/13/24 |
| | | LGL:CDR HTS PROJ. CONDEMN | | | | 06/17/24-06/28/24 | | | | |
| PROJECT#: | 023271 | | | | | | | | | |
| 202 | 02/25 | AP 07/31/24 | 0000000 | | | SCHMITT CONSTRUCTION CO.INC., | 164,308.62 | | | 08/13/24 |
| | | 3271-N CEDAR HEIGHTS PH2 | | | | | | | | |
| PROJECT#: | 023271 | | | | | | | | | |
| 202 | 02/25 | AP 07/17/24 | 0000000 | | | SCHMITT CONSTRUCTION CO.INC., | 108,531.68 | | | 08/13/24 |
| | | 3271-N CEDAR HEIGHTS PH2 | | | | | | | | |
| PROJECT#: | 023271 | | | | | | | | | |
| 232 | 02/25 | AP 07/17/24 | 0000000 | | | SCHMITT CONSTRUCTION CO.INC., | 26,888.33 | | | 08/13/24 |
| | | 3271-N CEDAR HEIGHTS PH1A | | | | | | | | |
| PROJECT#: | 023271 | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 301,823.13 | .00 | 301,823.13 | |
| 242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION | | | | | | | | | | |
| 202 | 02/25 | AP 08/01/24 | 0000000 | | | ASPRO, INC. | 300,014.86 | | | 08/13/24 |
| | | 3337-2024 STREET RESTOR | | | | | | | | |
| PROJECT#: | 023337 | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 300,014.86 | .00 | 300,014.86 | |
| 242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT | | | | | | | | | | |
| 232 | 02/25 | AP 08/05/24 | 0000000 | | | PETERSON CONTRACTORS | 272,757.28 | | | 08/13/24 |
| | | 3283-MAIN ST RECONSTRUCT | | | | | | | | |
| PROJECT#: | 023283 | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 272,757.28 | .00 | 272,757.28 | |
| | | FUND TOTAL | | | | | 874,595.27 | .00 | 874,595.27 | |
| FUND 254 CABLE TV FUND | | | | | | | | | | |
| 254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 2253 | 12/24 | AP 06/25/24 | 0147192 | | | US BANK | 149.00 | | | 08/08/24 |
| | | STORY BLOCKSVIDEO | | | | ANNUAL SUBSCR.-MEMBR LIB. | | | | |
| 247 | 02/25 | AP 08/02/24 | 0000000 | | | OFFICE EXPRESS OFFICE PRODUCT | 7.93 | | | 08/13/24 |
| | | LABELS/POST-ITS/LGL PADS | | | | | | | | |
| 247 | 02/25 | AP 08/02/24 | 0000000 | | | OFFICE EXPRESS OFFICE PRODUCT | 3.04 | | | 08/13/24 |
| | | LETTER COPY PAPER | | | | | | | | |
| 221 | 02/25 | AP 07/22/24 | 0147192 | | | US BANK | 36.16 | | | 08/08/24 |
| | | AMAZON.COM*RJ4YY1CX2 | | | | AA BATTERIES/ELECT. TAPE | | | | |
| | | ACCOUNT TOTAL | | | | | 196.13 | .00 | 196.13 | |

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|--|--------|------------|----|-------|---------------------|--|----------|---------|-----------------|---------|
| FUND 254 CABLE TV FUND | | | | | | | | | | |
| 254-1088-431.83-05 | | | | | | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | |
| 2253 | | | | 12/24 | AP 06/24/24 0147192 | US BANK | 12.93 | | 08/08/24 | |
| | | | | | | CASEYS #3045 | | | | |
| 221 | | | | 02/25 | AP 07/22/24 0147192 | US BANK | 8.90 | | 08/08/24 | |
| | | | | | | KWIK STAR #934 | | | | |
| 221 | | | | 02/25 | AP 07/17/24 0147192 | US BANK | 81.00 | | 08/08/24 | |
| | | | | | | J'S HOMESTYLE COOKING | | | | |
| 221 | | | | 02/25 | AP 07/11/24 0147192 | US BANK | 90.00 | | 08/08/24 | |
| | | | | | | TST* CINDY LOUS BBQ | | | | |
| 221 | | | | 02/25 | AP 07/01/24 0147192 | US BANK | 48.60 | | 08/08/24 | |
| | | | | | | SQ *COTTONWOOD CANYON | | | | |
| 221 | | | | 02/25 | AP 07/01/24 0147192 | US BANK | 18.00 | | 08/08/24 | |
| | | | | | | HARDENBROOK CONCESSIONS1 | | | | |
| 221 | | | | 02/25 | AP 07/01/24 0147192 | US BANK | 9.00 | | 08/08/24 | |
| | | | | | | SQ *WILEY COYOTE GRILL | | | | |
| 221 | | | | 02/25 | AP 07/01/24 0147192 | US BANK | 10.98 | | 08/08/24 | |
| | | | | | | KWIK STAR #732 | | | | |
| 221 | | | | 02/25 | AP 07/01/24 0147192 | US BANK | 19.00 | | 08/08/24 | |
| | | | | | | HARDENBROOK CONCESSIONS1 | | | | |
| 221 | | | | 02/25 | AP 07/01/24 0147192 | US BANK | 17.44 | | 08/08/24 | |
| | | | | | | SQ *TU WAYY CATERING | | | | |
| | | | | | | ACCOUNT TOTAL | 315.85 | .00 | 315.85 | |
| 254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | | |
| 2253 | | | | 12/24 | AP 06/27/24 0147192 | US BANK | 1,711.36 | | 08/08/24 | |
| | | | | | | B&H PHOTO 800-606-6969 | | | | |
| | | | | | | 24TB INTERNAL NSA HDD | | | | |
| | | | | | | ACCOUNT TOTAL | 1,711.36 | .00 | 1,711.36 | |
| 254-1088-431.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | |
| 2253 | | | | 12/24 | AP 06/28/24 0147192 | US BANK | 336.01 | | 08/08/24 | |
| | | | | | | AMAZON.COM*RC4ST8TB2 | | | | |
| 2253 | | | | 12/24 | AP 06/27/24 0147192 | US BANK | 1,711.36 | | 08/08/24 | |
| | | | | | | B&H PHOTO 800-606-6969 | | | | |
| | | | | | | (4) INTERNAL NAS HDD | | | | |
| 2253 | | | | 12/24 | AP 06/21/24 0147192 | US BANK | 683.96 | | 08/08/24 | |
| | | | | | | B&H PHOTO 800-606-6969 | | | | |
| 247 | | | | 02/25 | AP 08/07/24 0000000 | AVS, INC. | 4,485.00 | | 08/13/24 | |
| | | | | | | PROTEK PRIME-TRICASTER 2 | | | | |
| 247 | | | | 02/25 | AP 08/07/24 0000000 | CLARK WIRE & CABLE, INC. | 1,059.96 | | 08/13/24 | |
| | | | | | | AUDIO CABLE/FIBER | | | | |
| 247 | | | | 02/25 | AP 08/06/24 0000000 | B & H PHOTO-VIDEO-PRO AUDIO | 8,164.80 | | 08/13/24 | |
| | | | | | | SACHTLER TRIPOD SYSTEM | | | | |
| 247 | | | | 02/25 | AP 07/23/24 0000000 | FULL COMPASS SYSTEMS, LTD. | 84.40 | | 08/13/24 | |
| | | | | | | PANEL MOUNT CONNECTORS | | | | |
| 221 | | | | 02/25 | AP 07/16/24 0147192 | US BANK | 62.64 | | 08/08/24 | |
| | | | | | | B&H PHOTO 800-606-6969 | | | | |
| 221 | | | | 02/25 | AP 07/04/24 0147192 | US BANK | 224.10 | | 08/08/24 | |
| | | | | | | CANON CG-800 CHARGER | | | | |

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|--|--------|------------|----|-------------|---------------------|-------------------------------|-----------|---------|-----------------|----------|
| FUND 254 CABLE TV FUND | | | | | | | | | | |
| 254-1088-431.93-01 EQUIPMENT / EQUIPMENT | | | | | | continued | | | | |
| 221 | | AMZN MKTP | | 02/25 | US*R70117301 | 3/4" PULL TAPE | | | | |
| | | | | AP 07/01/24 | 0147192 | US BANK | 302.50 | | | 08/08/24 |
| | | AMZN MKTP | | | US*RC0FL4GL2 | 1/2" PULL TAPE | | | | |
| ACCOUNT TOTAL | | | | | | | 17,114.73 | .00 | 17,114.73 | |
| FUND TOTAL | | | | | | | 19,338.07 | .00 | 19,338.07 | |
| FUND 258 PARKING FUND | | | | | | | | | | |
| 258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 247 | | | | 02/25 | AP 08/02/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 4.96 | | | 08/13/24 |
| | | | | | | LABELS/POST-ITS/LGL PADS | | | | |
| 247 | | | | 02/25 | AP 08/02/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 2.28 | | | 08/13/24 |
| | | | | | | LETTER COPY PAPER | | | | |
| 202 | | | | 02/25 | AP 07/22/24 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 1.64 | | | 08/13/24 |
| | | | | | | RUBBER BANDS,CARD HOLDER | | | | |
| ACCOUNT TOTAL | | | | | | | 8.88 | .00 | 8.88 | |
| 258-5531-435.81-22 PROFESSIONAL SERVICES / PARKING STUDY | | | | | | | | | | |
| 247 | | | | 02/25 | AP 08/07/24 0000000 | FISHBECK | 2,152.15 | | | 08/13/24 |
| | | | | | | PARKING STUDY | | | | |
| | | | | | | THROUGH 08/02/24 | | | | |
| ACCOUNT TOTAL | | | | | | | 2,152.15 | .00 | 2,152.15 | |
| 258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES | | | | | | | | | | |
| 247 | | | | 02/25 | AP 07/31/24 0000000 | IPS GROUP, INC | 2,888.88 | | | 08/13/24 |
| | | | | | | PARKING CITATION FEES | | | | |
| | | | | | | JULY 2024 | | | | |
| 247 | | | | 02/25 | AP 07/31/24 0000000 | IPS GROUP, INC | 50.00 | | | 08/13/24 |
| | | | | | | GATEWAY FEE-JULY 2024 | | | | |
| | | | | | | (2 PAY STATIONS) | | | | |
| ACCOUNT TOTAL | | | | | | | 2,938.88 | .00 | 2,938.88 | |
| FUND TOTAL | | | | | | | 5,099.91 | .00 | 5,099.91 | |
| FUND 261 TOURISM & VISITORS | | | | | | | | | | |
| 261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 2253 | | | | 12/24 | AP 06/24/24 0147192 | US BANK | 322.49 | | | 08/08/24 |
| | | | | | | CLEARBAGS | | | | |
| | | | | | | CLEAR BAGS ENVELOPES FOR | | | | |
| ACCOUNT TOTAL | | | | | | | 322.49 | .00 | 322.49 | |

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|--|--------|------------|----|----------|--------------------|-------------------------------|----------|---------|-----------------|----------|
| FUND 261 TOURISM & VISITORS | | | | | | | | | | |
| 261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE | | | | | | | | | | |
| 218 | | 02/25 AP | | 07/26/24 | 0000000 | PROFESSIONAL OFFICE SERVICES | 583.81 | | | 08/13/24 |
| JULY MAILING 461 GUIDES | | | | | | | | | | |
| PROJECT#: 032432 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 583.81 | .00 | 583.81 | |
| 261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS | | | | | | | | | | |
| 218 | | 02/25 AP | | 07/29/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 70.15 | | | 08/13/24 |
| 5 REAMS 8.5X11 BROCHURE PAPER | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 70.15 | .00 | 70.15 | |
| 261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM | | | | | | | | | | |
| 218 | | 02/25 AP | | 08/01/24 | 0000000 | IDSS GLOBAL LLC | 1,500.00 | | | 08/13/24 |
| SEPT-NOV QTRLY SUBSCRIPTN | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,500.00 | .00 | 1,500.00 | |
| 261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/16/24 | 0147192 | US BANK | 95.54 | | | 08/08/24 |
| WAL-MART #0753 TRAIL MIX/BAGS FOR GROUPS | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/09/24 | 0147192 | US BANK | 170.95 | | | 08/08/24 |
| DRI*UPRINTING STICKERS FOR RAGBRAI EXPO | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 266.49 | .00 | 266.49 | |
| 261-2291-423.73-55 OTHER SUPPLIES / MEDIA | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/25/24 | 0147192 | US BANK | 500.00 | | | 08/08/24 |
| GOOGLE ADS4363039278 GOOGLE ADS JUNE 2024 | | | | | | | | | | |
| 218 | | 02/25 AP | | 07/31/24 | 0000000 | TENSEN PHOTOGRAPHY LLC | 262.50 | | | 08/13/24 |
| PHOTOGRAPHY-THREE PINES FARM | | | | | | | | | | |
| 218 | | 02/25 AP | | 07/30/24 | 0000000 | TENSEN PHOTOGRAPHY LLC | 350.00 | | | 08/13/24 |
| PHOTOGRAPHY-LIVE TO 9/ URBAN PIE/ BRASS TAP | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/10/24 | 0147192 | US BANK | 9.65 | | | 08/08/24 |
| FACEBK *9QEGT4QFB2 META ADS FLIGHT 4 | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/10/24 | 0147192 | US BANK | 51.66 | | | 08/08/24 |
| FACEBK *YUR7T4QFB2 META ADS FLIGHT 4 | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/03/24 | 0147192 | US BANK | 250.00 | | | 08/08/24 |
| FACEBK *VXE4H4QFB2 META ADS FLIGHT 4/JOIN US | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/02/24 | 0147192 | US BANK | 87.13 | | | 08/08/24 |
| GOOGLE*ADS4363039278 GOOGLE-JUNE 2024 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,510.94 | .00 | 1,510.94 | |

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|---|--------|------------|----|----------|--------------------|--------------------------------|----------|---------|-----------------|----------|
| FUND 261 TOURISM & VISITORS | | | | | | | | | | |
| 261-2291-423.73-57 | | | | | | OTHER SUPPLIES / GIFT SHOP | | | | |
| 221 | | 02/25 AP | | 07/16/24 | 0147192 | US BANK | 11.36 | | | 08/08/24 |
| | | | | | | WAL-MART #0753 | | | | |
| | | | | | | SODA FOR GIFT SHOP | | | | |
| | | | | | | ACCOUNT TOTAL | 11.36 | .00 | 11.36 | |
| 261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/22/24 | 0147192 | US BANK | 42.30 | | | 08/08/24 |
| | | | | | | TST* UPSTREAM BREWING COM | | | | |
| | | | | | | MEAL-RAGBRAI EXPO | | | | |
| 221 | | 02/25 AP | | 07/22/24 | 0147192 | US BANK | 48.13 | | | 08/08/24 |
| | | | | | | TST* LULA B | | | | |
| | | | | | | MEAL-RAGBRAI EXPO | | | | |
| 221 | | 02/25 AP | | 07/22/24 | 0147192 | US BANK | 13.80 | | | 08/08/24 |
| | | | | | | SQ *KIMBERLY HOOGLAND | | | | |
| | | | | | | MEAL-RAGBRAI EXPO | | | | |
| 221 | | 02/25 AP | | 07/22/24 | 0147192 | US BANK | 13.42 | | | 08/08/24 |
| | | | | | | SQ *KARAM'S GRILL | | | | |
| | | | | | | MEAL-RAGBRAI EXPO | | | | |
| 221 | | 02/25 AP | | 07/22/24 | 0147192 | US BANK | 48.91 | | | 08/08/24 |
| | | | | | | TST* LULA B | | | | |
| | | | | | | MEAL-RAGBRAI EXPO | | | | |
| | | | | | | ACCOUNT TOTAL | 166.56 | .00 | 166.56 | |
| 261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE | | | | | | | | | | |
| 218 | | 02/25 AP | | 08/02/24 | 0000000 | VESTIS | 7.80 | | | 08/13/24 |
| | | | | | | MAT SERVICE | | | | |
| | | | | | | ACCOUNT TOTAL | 7.80 | .00 | 7.80 | |
| 261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/21/24 | 0147192 | US BANK | 68.98 | | | 08/08/24 |
| | | | | | | AMERICAN COLOR IMAGING IN | | | | |
| | | | | | | 36X72 FIREWORKS OVER THE | | | | |
| 221 | | 02/25 AP | | 07/12/24 | 0147192 | US BANK | 25.98 | | | 08/08/24 |
| | | | | | | AMAZON MKTPL*RY4OS3GL1 | | | | |
| | | | | | | PURPLE CONFETTI POPPERS | | | | |
| | | | | | | ACCOUNT TOTAL | 94.96 | .00 | 94.96 | |
| 261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS | | | | | | | | | | |
| 2251 | | 12/24 AP | | 05/30/24 | 0000000 | NEBRASKA ELITE 7V7 | 2,500.00 | | | 08/13/24 |
| | | | | | | UNI INVITATIONAL UNI-DOME | | | | |
| | | | | | | EXPENSES | | | | |
| 218 | | 02/25 AP | | 08/02/24 | 0000000 | IOWA EDSSEL CLUB RALLY ACCOUNT | 2,000.00 | | | 08/13/24 |
| | | | | | | VENUE EXPENSES 7/23-27/24 | | | | |
| | | | | | | RALLY IN CF | | | | |
| 218 | | 02/25 AP | | 07/29/24 | 0000000 | IOWA SHRINE BOWL INC | 1,500.00 | | | 08/13/24 |
| | | | | | | MARKETING AND EXPENSES | | | | |
| | | | | | | 2024 SHRINE BOWL | | | | |
| 218 | | 02/25 AP | | 07/27/24 | 0000000 | IRON ELITE WRESTLING | 500.00 | | | 08/13/24 |
| | | | | | | MARKETING/VENUE EXPENSES | | | | |
| | | | | | | CV WRESTLING CAMP 7/23/24 | | | | |
| | | | | | | ACCOUNT TOTAL | 6,500.00 | .00 | 6,500.00 | |

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|---|--------|------------|----|-------------------------------|---------|--|-----------|---------|----------------------------|
| FUND 261 TOURISM & VISITORS | | | | | | | | | |
| 261-2291-423.88-43 | | | | | | OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS | | | |
| 218 | | 02/25 AP | | 07/23/24 | 0000000 | CEDAR FALLS ROTARY FOUNDATION | 3,000.00 | | 08/13/24 |
| | | | | | | CEDAR FALLS ROTARY PLAZA | | | |
| | | | | | | ACCOUNT TOTAL | 3,000.00 | .00 | 3,000.00 |
| 261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS | | | | | | | | | |
| 221 | | 02/25 AP | | 07/19/24 | 0147192 | US BANK | 750.00 | | 08/08/24 |
| | | | | | | NEXSTAR | | | |
| | | | | | | PROJECT#: 032372 | | | |
| | | | | | | ACCOUNT TOTAL | 750.00 | .00 | 750.00 |
| 261-2291-423.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | |
| 221 | | 02/25 AP | | 07/09/24 | 0147192 | US BANK | 117.00 | | 08/08/24 |
| | | | | | | AMZN MKTP US*R77VR7RY2 | | | |
| | | | | | | PURPLE CARPET AISLE RUNNR | | | |
| 221 | | 02/25 AP | | 07/08/24 | 0147192 | US BANK | 41.98 | | 08/08/24 |
| | | | | | | AMAZON MKTPL*R74FQ9WQ0 | | | |
| | | | | | | PURPLE VELVET ROPES FOR | | | |
| | | | | | | ACCOUNT TOTAL | 158.98 | .00 | 158.98 |
| | | | | | | FUND TOTAL | 14,943.54 | .00 | 14,943.54 |
| FUND 262 SENIOR SERVICES & COMM CT | | | | | | | | | |
| 262-1092-423.71-01 | | | | | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | |
| 226 | | 02/25 AP | | 07/22/24 | 0147192 | US BANK | 8.80 | | 08/08/24 |
| | | | | | | AMAZON.COM*RS28X6IN2 | | | |
| | | | | | | CLIPBOARDS | | | |
| | | | | | | ACCOUNT TOTAL | 8.80 | .00 | 8.80 |
| 262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/26/24 | 0147192 | US BANK | 14.99 | | 08/08/24 |
| | | | | | | AMAZON MKTPL*RC8HM6V10 | | | |
| | | | | | | MIC ADAPTER | | | |
| 2254 | | 12/24 AP | | 06/26/24 | 0147192 | US BANK | 18.66 | | 08/08/24 |
| | | | | | | AMAZON.COM*RG7NG3Y71 | | | |
| | | | | | | DECAF COFFEE | | | |
| 226 | | 02/25 AP | | 07/01/24 | 0147192 | US BANK | 15.98 | | 08/08/24 |
| | | | | | | AMAZON.COM*R75FL24S0 | | | |
| | | | | | | COFFEE | | | |
| | | | | | | ACCOUNT TOTAL | 49.63 | .00 | 49.63 |
| 262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING | | | | | | | | | |
| 2254 | | 12/24 AP | | 06/28/24 | 0147192 | US BANK | 20.76 | | 08/08/24 |
| | | | | | | AMAZON MKTPL*RC3IG7E42 | | | |
| | | | | | | ORIGAMI PAPER | | | |
| | | | | | | ACCOUNT TOTAL | 20.76 | .00 | 20.76 |

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|--------------------|--------|------------|----|-------|---------------------------------|---|------------|---------|-----------------|----------|
| FUND 262 | | | | | | SENIOR SERVICES & COMM CT | | | | |
| | | | | | | FUND TOTAL | 79.19 | .00 | 79.19 | |
| 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 | | | | |
| 405-1220-431.98-43 | | | | | | CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE | | | | |
| 202 | | | | 02/25 | AP 08/05/24 0000000 | RIVERWISE ENGINEERING, LLC | 9,928.00 | | | 08/13/24 |
| | | | | | | 3290-CEDAR RIVER REC | | | | |
| PROJECT#: | | | | | | 023290 | | | | |
| 202 | | | | 02/25 | AP 08/01/24 0000000 | PETERSON CONTRACTORS | 76,332.61 | | | 08/13/24 |
| | | | | | | 3290-CEDAR RIVER REC | | | | |
| PROJECT#: | | | | | | 023290 | | | | |
| | | | | | | ACCOUNT TOTAL | 86,260.61 | .00 | 86,260.61 | |
| | | | | | | FUND TOTAL | 86,260.61 | .00 | 86,260.61 | |
| FUND 407 | | | | | | VISION IOWA PROJECT | | | | |
| FUND 408 | | | | | | STREET IMPROVEMENT FUND | | | | |
| FUND 410 | | | | | | CORONAVIRUS LOCAL RELIEF | | | | |
| 410-1220-431.96-82 | | | | | | SEWER BOND PROJECTS / OAK PARK SEWER REPLACE | | | | |
| 202 | | | | 02/25 | AP 08/06/24 0000000 | PETERSON CONTRACTORS | 7,220.00 | | | 08/13/24 |
| | | | | | | 3182-OAK PARK SEWER | | | | |
| PROJECT#: | | | | | | 023182 | | | | |
| | | | | | | ACCOUNT TOTAL | 7,220.00 | .00 | 7,220.00 | |
| 410-1220-431.96-88 | | | | | | SEWER BOND PROJECTS / MAIN ST. SEWER & STMWATER | | | | |
| 232 | | | | 02/25 | AP 08/05/24 0000000 | PETERSON CONTRACTORS | 181,855.00 | | | 08/13/24 |
| | | | | | | 3283-MAIN ST RECONSTRUCT | | | | |
| PROJECT#: | | | | | | 023283 | | | | |
| | | | | | | ACCOUNT TOTAL | 181,855.00 | .00 | 181,855.00 | |
| | | | | | | FUND TOTAL | 189,075.00 | .00 | 189,075.00 | |

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| FUND 430 TIF BOND | | | | | | | | | | |
| 430-1220-2255 | | 431.97-64 | | 12/24 | AP 04/02/24 0000000 | VIKING ROAD EXTENSION CEDAR FALLS UTILITIES 3189-W VIKING IND. PARK V INNOVATION DR | 6,253.36 | | | 08/13/24 |
| PROJECT#: 023189 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 6,253.36 | .00 | 6,253.36 | |
| 430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD | | | | | | | | | | |
| 430-1220-232 | | 431.97-70 | | 02/25 | AP 08/01/24 0000000 | PETERSON CONTRACTORS 3212-WEST VIKING RD RECON | 186,286.03 | | | 08/13/24 |
| PROJECT#: 023212 | | | | | | | | | | |
| 430-1220-202 | | 431.97-70 | | 02/25 | AP 07/29/24 0000000 | TERRACON CONSULTANTS, INC. 3212-WEST VIKING RD RECON SERVICES THROUGH 07/20/24 | 245.05 | | | 08/13/24 |
| PROJECT#: 023212 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 186,531.08 | .00 | 186,531.08 | |
| 430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES | | | | | | | | | | |
| 430-1220-247 | | 431.97-83 | | 02/25 | AP 07/30/24 0000000 | AHLERS AND COONEY, P.C. LGL:ANNEXATION REPRESENT. 07/01/24-07/15/24 | 408.00 | | | 08/13/24 |
| 430-1220-247 | | 431.97-83 | | 02/25 | AP 07/30/24 0000000 | AHLERS AND COONEY, P.C. LGL:URBAN RENEWAL 07/02/24 | 204.00 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 612.00 | .00 | 612.00 | |
| FUND TOTAL | | | | | | | 193,396.44 | .00 | 193,396.44 | |
| FUND 431 2014 BOND | | | | | | | | | | |
| FUND 432 2003 BOND | | | | | | | | | | |
| FUND 433 2001 TIF | | | | | | | | | | |
| FUND 434 2024 BOND | | | | | | | | | | |
| 434-1220-247 | | 431.98-13 | | 02/25 | AP 07/30/24 0000000 | WEST 23RD STREET AHLERS AND COONEY, P.C. 07/12/24 | 708.00 | | | 08/13/24 |
| PROJECT#: 023330 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 708.00 | .00 | 708.00 | |
| 434-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS | | | | | | | | | | |
| 434-1220-202 | | 431.98-81 | | 02/25 | AP 08/01/24 0000000 | PICKLE BALL COURTS ASPRO, INC. 3331-ORCHARD PICKLEBALL | 62,841.12 | | | 08/13/24 |
| PROJECT#: 023331 | | | | | | | | | | |
| 434-1220-202 | | 431.98-81 | | 02/25 | AP 07/29/24 0000000 | TERRACON CONSULTANTS, INC. 3331-ORCHARD PICKLEBALL SERVICES THROUGH 07/20/24 | 290.15 | | | 08/13/24 |
| PROJECT#: 023331 | | | | | | | | | | |

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| FUND 434 2024 BOND | | | | | | | | |
| 434-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS | | | | | | continued | | |
| ACCOUNT TOTAL | | | | | | 63,131.27 | .00 | 63,131.27 |
| FUND TOTAL | | | | | | 63,839.27 | .00 | 63,839.27 |
| FUND 435 1999 TIF | | | | | | | | |
| FUND 436 2016 BOND | | | | | | | | |
| FUND 437 2018 BOND | | | | | | | | |
| FUND 438 2020 BOND | | | | | | | | |
| FUND 439 2022 BOND | | | | | | | | |
| FUND 443 CAPITAL PROJECTS | | | | | | | | |
| 443-1220-431.92-27 STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS | | | | | | | | |
| 157 | | 02/25 AP | | 07/24/24 | 0000000 BENTON'S SAND & GRAVEL, INC. | 201.19 | | 08/13/24 |
| PROJECT#: 062523 | | | | | | | | |
| 157 | | 02/25 AP | | 07/23/24 | 0000000 BENTON'S SAND & GRAVEL, INC. | 142.64 | | 08/13/24 |
| PROJECT#: 062523 | | | | | | | | |
| 157 | | 02/25 AP | | 07/22/24 | 0000000 BENTON'S SAND & GRAVEL, INC. | 241.15 | | 08/13/24 |
| PROJECT#: 062523 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 584.98 | .00 | 584.98 |
| 443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD | | | | | | | | |
| 202 | | 02/25 AP | | 08/01/24 | 0000000 SCHMITT CONSTRUCTION CO.INC., | 66,962.45 | | 08/13/24 |
| PROJECT#: 023244 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 66,962.45 | .00 | 66,962.45 |
| FUND TOTAL | | | | | | 67,547.43 | .00 | 67,547.43 |
| 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 | | | | | | | | |

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| FUND 545 2018 SEWER BONDS | | | | | | | | | | |
| FUND 546 SEWER IMPROVEMENT FUND | | | | | | | | | | |
| FUND 547 SEWER RESERVE FUND | | | | | | | | | | |
| FUND 548 1997 SEWER BOND FUND | | | | | | | | | | |
| FUND 549 1992 SEWER BOND FUND | | | | | | | | | | |
| FUND 550 2000 SEWER BOND FUND | | | | | | | | | | |
| FUND 551 REFUSE FUND | | | | | | | | | | |
| 551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 189 | | 02/25 | AP | 07/30/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 7.88 | | | 08/13/24 |
| | | | | | | MARKERS AND PACKING TAPE | | | | |
| 157 | | 02/25 | AP | 07/17/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 22.05 | | | 08/13/24 |
| | | | | | | PENS, PAPER, AIR DUSTER | | | | |
| 221 | | 02/25 | AP | 07/02/24 | 0147192 | US BANK | 21.38 | | | 08/08/24 |
| | | | | | | AMAZON MKTPL*R78JJ10I0 | | | | |
| | | | | | | WALL CLOCK FOR OFFICE | | | | |
| | | | | | | ACCOUNT TOTAL | 51.31 | .00 | | 51.31 |
| 551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 189 | | 02/25 | AP | 07/30/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 7.88 | | | 08/13/24 |
| | | | | | | MARKERS AND PACKING TAPE | | | | |
| 157 | | 02/25 | AP | 07/23/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 20.78 | | | 08/13/24 |
| | | | | | | MONTHLY PLANNER | | | | |
| 157 | | 02/25 | AP | 07/17/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 22.05 | | | 08/13/24 |
| | | | | | | PENS, PAPER, AIR DUSTER | | | | |
| | | | | | | ACCOUNT TOTAL | 50.71 | .00 | | 50.71 |
| 551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES | | | | | | | | | | |
| 189 | | 02/25 | AP | 07/30/24 | 0000000 | DIAMOND VOGEL PAINT - #64/#55 | 28.64 | | | 08/13/24 |
| | | | | | | PAINT-TRANSFER STN LINES | | | | |
| 189 | | 02/25 | AP | 07/25/24 | 0000000 | O'DONNELL ACE HARDWARE | 12.98 | | | 08/13/24 |
| | | | | | | SPARK PLUGS/AIR FILTERS | | | | |
| 189 | | 02/25 | AP | 07/22/24 | 0000000 | MENARDS-CEDAR FALLS | 95.11 | | | 08/13/24 |
| | | | | | | SUPPLIES FOR TRANSFER | | | | |
| | | | | | | STATION | | | | |
| | | | | | | ACCOUNT TOTAL | 136.73 | .00 | | 136.73 |
| 551-6685-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | | |
| 221 | | 02/25 | AP | 07/09/24 | 0147192 | US BANK | 175.00 | | | 08/08/24 |
| | | | | | | FSP*IOWA RECYCLING ASSOCI | | | | |
| | | | | | | MEMBERSHIP RENEW-DOYLE | | | | |
| | | | | | | ACCOUNT TOTAL | 175.00 | .00 | | 175.00 |
| 551-6685-436.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | |
| 157 | | 02/25 | AP | 07/01/24 | 0000000 | MAC WASTE TRAILER, INC | 118,422.00 | | | 08/13/24 |
| | | | | | | TRANSFER TRAILER PW03308 | | | | |
| | | | | | | ACCOUNT TOTAL | 118,422.00 | .00 | | 118,422.00 |

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| FUND 551 REFUSE FUND | | | | | | | | | |
| FUND TOTAL | | | | | | 118,835.75 | .00 | 118,835.75 | |
| FUND 552 SEWER RENTAL FUND | | | | | | | | | |
| 552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 189 | | 02/25 AP | | 07/30/24 | 0000000 OFFICE EXPRESS OFFICE PRODUCT | 3.01 | | | 08/13/24 |
| 157 | | 02/25 AP | | 07/17/24 | 0000000 OFFICE EXPRESS OFFICE PRODUCT MARKERS AND PACKING TAPE | 8.40 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | 11.41 | .00 | 11.41 | |
| 552-6665-436.72-16 OPERATING SUPPLIES / TOOLS | | | | | | | | | |
| 177 | | 02/25 AP | | 07/25/24 | 0000000 CONTINENTAL RESEARCH CORP. SHOP TOOLS AND SUPPLIES | 483.32 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | 483.32 | .00 | 483.32 | |
| 552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | | |
| 177 | | 02/25 AP | | 07/23/24 | 0000000 CAMPBELL SUPPLY WATERLOO QUIK STIKS/PLIERS/DRIVERS SAFETY SUPPLIES | 240.90 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | 240.90 | .00 | 240.90 | |
| 552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | | | | | |
| 177 | | 02/25 AP | | 07/25/24 | 0000000 O'DONNELL ACE HARDWARE ROCKER SWITCH/STRAP | 30.76 | | | 08/13/24 |
| 177 | | 02/25 AP | | 07/24/24 | 0000000 O'DONNELL ACE HARDWARE COUPLER/PIPE/SUMP HOSE | 66.34 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | 97.10 | .00 | 97.10 | |
| 552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL | | | | | | | | | |
| 177 | | 02/25 AP | | 07/29/24 | 0000000 NORLAB, INC. TRACING DYE | 285.00 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | 285.00 | .00 | 285.00 | |
| 552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS | | | | | | | | | |
| 177 | | 02/25 AP | | 07/24/24 | 0000000 O'DONNELL ACE HARDWARE GLASS CLEARNER/JAILERRING | 24.14 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | 24.14 | .00 | 24.14 | |

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| FUND 552 SEWER RENTAL FUND | | | | | | | | | | |
| 552-6665-436.74-53 | | | | | | SEWER SUPPLIES / CCTV EQUIPMENT & SUPPLIES | | | | |
| 177 | | 02/25 AP | | 07/29/24 | 0000000 | O'DONNELL ACE HARDWARE | 4.99 | | | 08/13/24 |
| | | | | | | TVVAN SUPPLIES-HILIGHTERS | | | | |
| | | | | | | ACCOUNT TOTAL | 4.99 | .00 | 4.99 | |
| 552-6665-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | | |
| 221 | | 02/25 AP | | 07/02/24 | 0147192 | US BANK | 400.00 | | | 08/08/24 |
| | | | | | | IOWA DNR SALES | | | | |
| | | | | | | BASIC WASTEWATER CERT | | | | |
| | | | | | | ACCOUNT TOTAL | 400.00 | .00 | 400.00 | |
| 552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 2253 | | 12/24 AP | | 06/28/24 | 0147192 | US BANK | 125.00 | | | 08/08/24 |
| | | | | | | IOWA ONLINE PAYMENTS | | | | |
| | | | | | | REG.TOMETICH-LAB SYMPOSIM | | | | |
| | | | | | | ACCOUNT TOTAL | 125.00 | .00 | 125.00 | |
| 552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | | |
| 202 | | 02/25 AP | | 08/01/24 | 0000000 | BLACK HAWK CO.ABSTRACT | 275.00 | | | 08/13/24 |
| | | | | | | 3332-S MAIN SAN SEWER EXT | | | | |
| | | | | | | TITLE REPORT-PARCEL #118 | | | | |
| | | | | | | PROJECT#: 023332 | | | | |
| | | | | | | ACCOUNT TOTAL | 275.00 | .00 | 275.00 | |
| 552-6665-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE | | | | | | | | | | |
| 2255 | | 12/24 AP | | 08/08/24 | 0000000 | SNYDER & ASSOCIATES, INC. | 338.48 | | | 08/13/24 |
| | | | | | | 3182-OAK PARK SEWER | | | | |
| | | | | | | THROUGH 06/30/24 SURVEY | | | | |
| | | | | | | PROJECT#: 023182 | | | | |
| 2249 | | 12/24 AP | | 07/26/24 | 0000000 | SNYDER & ASSOCIATES, INC. | 105.00 | | | 08/13/24 |
| | | | | | | 3182-OAK PARK SEWER | | | | |
| | | | | | | THROUGH 06/30/24 | | | | |
| | | | | | | PROJECT#: 023182 | | | | |
| | | | | | | ACCOUNT TOTAL | 443.48 | .00 | 443.48 | |
| | | | | | | FUND TOTAL | 2,390.34 | .00 | 2,390.34 | |
| FUND 553 2004 SEWER BOND | | | | | | | | | | |
| FUND 555 STORM WATER UTILITY | | | | | | | | | | |
| 555-6630-432.72-01 | | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | | |
| 202 | | 02/25 AP | | 07/22/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .65 | | | 08/13/24 |
| | | | | | | RUBBER BANDS,CARD HOLDER | | | | |
| | | | | | | ACCOUNT TOTAL | .65 | .00 | .65 | |

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| FUND 555 STORM WATER UTILITY | | | | | | | | | | |
| 555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS | | | | | | | | | | |
| 157 | | 02/25 | AP | 07/22/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 755.00 | | 08/13/24 | |
| | | | | | | 2207 W 3RD INTAKE | | | | |
| 157 | | 02/25 | AP | 07/18/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 223.00 | | 08/13/24 | |
| | | | | | | 2207 W 3RD INTAKE | | | | |
| ACCOUNT TOTAL | | | | | | | 978.00 | .00 | 978.00 | |
| 555-6630-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 221 | | 02/25 | AP | 07/17/24 | 0147192 | US BANK | 25.90 | | 08/08/24 | |
| | | | | | | ACORN NATURALISTS | | | | |
| 221 | | 02/25 | AP | 07/08/24 | 0147192 | US BANK | | 72.29 | 08/08/24 | |
| | | | | | | MENARDS CEDAR FALLS IA | | | | |
| | | | | | | REFUND OF TAX ON PURCHASE | | | | |
| ACCOUNT TOTAL | | | | | | | 25.90 | 72.29 | 46.39- | |
| 555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | | |
| 2255 | | 12/24 | AP | 07/08/24 | 0000000 | STRAND ASSOCIATES, INC. | 757.13 | | 08/13/24 | |
| | | | | | | 3306-2023 STORMWATER PLAN | | | | |
| | | | | | | 05/01-06/30/24 | | | | |
| PROJECT#: | | 023306 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 757.13 | .00 | 757.13 | |
| FUND TOTAL | | | | | | | 1,761.68 | 72.29 | 1,689.39 | |
| FUND 570 SEWER ASSESSMENT | | | | | | | | | | |
| FUND 606 DATA PROCESSING FUND | | | | | | | | | | |
| 606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 247 | | 02/25 | AP | 08/02/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 2.28 | | 08/13/24 | |
| | | | | | | LETTER COPY PAPER | | | | |
| 247 | | 02/25 | AP | 07/11/24 | 0000000 | STOREY KENWORTHY | 598.86 | | 08/13/24 | |
| | | | | | | BLUE BAR PAPER | | | | |
| ACCOUNT TOTAL | | | | | | | 601.14 | .00 | 601.14 | |
| 606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 2253 | | 12/24 | AP | 06/21/24 | 0147192 | US BANK | 53.60 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*7U89S8Z03 | | | | |
| | | | | | | PHONE CASES-PARKING | | | | |
| 2253 | | 12/24 | AP | 06/21/24 | 0147192 | US BANK | 91.95 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RG92E6DD0 | | | | |
| | | | | | | EXTERNAL DVD DRIVES-PSS | | | | |
| 221 | | 02/25 | AP | 07/19/24 | 0147192 | US BANK | 67.56 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RS2FDORG0 | | | | |
| | | | | | | CABLE MANAGEMT-INVENTORY | | | | |
| 221 | | 02/25 | AP | 07/15/24 | 0147192 | US BANK | 269.82 | | 08/08/24 | |
| | | | | | | AMAZON MKTPL*RS5ET4F40 | | | | |
| | | | | | | FLASH DRIVE/ADAPTER-INVEN | | | | |
| ACCOUNT TOTAL | | | | | | | 482.93 | .00 | 482.93 | |

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| FUND 606 DATA PROCESSING FUND | | | | | | | | | | |
| 606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG. | | | | | | | | | | |
| 221 | | 02/25 | AP | 07/22/24 | 0147192 | US BANK STK*BIGSTOCKPHOTO.COM | 99.00 | | | 08/08/24 |
| ACCOUNT TOTAL | | | | | | | 99.00 | .00 | 99.00 | |
| 606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | | |
| 221 | | 02/25 | AP | 07/19/24 | 0147192 | US BANK AMAZON MAR* 112-800851 | 63.45 | | | 08/08/24 |
| ACCOUNT TOTAL | | | | | | | 63.45 | .00 | 63.45 | |
| 606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS | | | | | | | | | | |
| 2253 | | 12/24 | AP | 06/28/24 | 0147192 | US BANK | | 27.72 | | 08/08/24 |
| 247 | | 02/25 | AP | 07/31/24 | 0000000 | ANIMOTO INC REF.TAX-ANIMOTO RENEWAL | 6,668.60 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/18/24 | 0000000 | DR AS A SERVICE MONTHLY BILLING JULY'24 | 6,101.20 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 12,769.80 | 27.72 | 12,742.08 | |
| 606-1078-441.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | |
| 2253 | | 12/24 | AP | 06/24/24 | 0147192 | US BANK | 86.41 | | | 08/08/24 |
| 247 | | 02/25 | AP | 08/01/24 | 0000000 | AMAZON MKTPL*RG1PW3HF2 TABLET CASES/SCR.PROTECT. | 2,232.82 | | | 08/13/24 |
| 247 | | 02/25 | AP | 07/30/24 | 0000000 | NEW CELLEBRITE PC HAWKEYE COMMUNICATION/FANDEL | 20,982.57 | | | 08/13/24 |
| 221 | | 02/25 | AP | 07/16/24 | 0147192 | US BANK | 817.86 | | | 08/08/24 |
| 221 | | 02/25 | AP | 07/11/24 | 0147192 | AMAZON MKTPL*RS9MZ0FA2 (10) MONITORS/PH.CHARGERS | 255.10 | | | 08/08/24 |
| 221 | | 02/25 | AP | 07/02/24 | 0147192 | AMZN MKTP US*RY00D0T42 US BANK DOCKING STATION-INVENTORY | 899.95 | | | 08/08/24 |
| ACCOUNT TOTAL | | | | | | | 25,274.71 | .00 | 25,274.71 | |
| FUND TOTAL | | | | | | | 39,291.03 | 27.72 | 39,263.31 | |

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|--|--------|------------|----|------------------|---------|---|----------|---------|-----------------|----------|
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | | |
| 680-1902-457.51-01 INSURANCE / HEALTH INSURANCE | | | | | | | | | | |
| 2260 | | 12/24 | AP | 08/01/24 | 0000000 | IA INDIV.HEALTH BENEFIT REINS HEALTH BENE.ASSESS.-CY19 | 3,505.00 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 3,505.00 | .00 | 3,505.00 | |
| FUND TOTAL | | | | | | | 3,505.00 | .00 | 3,505.00 | |
| FUND 681 HEALTH SEVERANCE | | | | | | | | | | |
| FUND 682 HEALTH INSURANCE - FIRE | | | | | | | | | | |
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | | |
| 685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 2253 | | 12/24 | AP | 06/26/24 | 0147192 | US BANK | 38.07 | | | 08/08/24 |
| 189 | | 02/25 | AP | 07/30/24 | 0000000 | AMAZON MKTPL*RGOK53U11 REPORT FOLDERS AND OFFICE EXPRESS OFFICE PRODUCT | 4.13 | | | 08/13/24 |
| 157 | | 02/25 | AP | 07/17/24 | 0000000 | MARKERS AND PACKING TAPE OFFICE EXPRESS OFFICE PRODUCT | 11.55 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 53.75 | .00 | 53.75 | |
| 685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL | | | | | | | | | | |
| 2253 | | 12/24 | AP | 06/26/24 | 0147192 | US BANK | 520.00 | | | 08/08/24 |
| 189 | | 02/25 | AP | 07/26/24 | 0000000 | KWIK TRIP #478 CAR WASH CARDS NORTHLAND PRODUCTS CO. | 843.40 | | | 08/13/24 |
| 157 | | 02/25 | AP | 07/24/24 | 0000000 | ATF FOR TRANSMISSIONS NORTHLAND PRODUCTS CO. | 1,184.62 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 2,548.02 | .00 | 2,548.02 | |
| 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES | | | | | | | | | | |
| 2245 | | 12/24 | AP | 06/28/24 | 0000000 | POLK'S LOCK SERVICE, INC. SPARE KEYS | 151.00 | | | 08/13/24 |
| 189 | | 02/25 | AP | 07/31/24 | 0000000 | C & C WELDING & SANDBLASTING WARNING LIGHT MOUNT #601 | 83.28 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 234.28 | .00 | 234.28 | |
| 685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS | | | | | | | | | | |
| 2260 | | 12/24 | AP | 07/25/24 | 0000000 | PRECISE MRM LLC AVL CELL CHARGES | 1,120.00 | | | 08/13/24 |
| ACCOUNT TOTAL | | | | | | | 1,120.00 | .00 | 1,120.00 | |

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| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | | | |
| 685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS | | | | | | | | | | | |
| 189 | | 02/25 AP | | 07/23/24 | 0000000 | D & D TIRE INC. | 285.00 | | 08/13/24 | | |
| | | #280 TIRE REPAIR | | | | | | | | | |
| 189 | | 02/25 AP | | 07/22/24 | 0000000 | D & D TIRE INC. | 275.00 | | 08/13/24 | | |
| | | #280 TIRE REPAIR | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 560.00 | .00 | 560.00 | |
| 685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY | | | | | | | | | | | |
| 2245 | | 12/24 AP | | 06/24/24 | 0000000 | RASMUSSEN CO., THE | 75.00 | | 08/13/24 | | |
| | | TOWED TO PW PD20 | | | | | | | | | |
| 2245 | | 12/24 AP | | 06/21/24 | 0000000 | RASMUSSEN CO., THE | 75.00 | | 08/13/24 | | |
| | | TOWED TO PW PD11 | | | | | | | | | |
| 189 | | 02/25 AP | | 07/25/24 | 0000000 | D & D TIRE INC. | 1,870.00 | | 08/13/24 | | |
| | | #345 REAR TIRES | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 2,020.00 | .00 | 2,020.00 | |
| 685-6698-446.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | | |
| 189 | | 02/25 AP | | 07/29/24 | 0000000 | KELTEK INCORPORATED | 11,222.23 | | 08/13/24 | | |
| | | PD11 UPFITTING COSTS VM00661 | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 11,222.23 | .00 | 11,222.23 | |
| | | FUND TOTAL | | | | | | 17,758.28 | .00 | 17,758.28 | |
| FUND 686 PAYROLL FUND | | | | | | | | | | | |
| FUND 687 WORKERS COMPENSATION FUND | | | | | | | | | | | |
| FUND 688 LTD INSURANCE FUND | | | | | | | | | | | |
| FUND 689 LIABILITY INSURANCE FUND | | | | | | | | | | | |
| 189 | | 02/25 AP | | 07/25/24 | 0000000 | WITHAM AUTO CENTERS | 1,806.33 | | 08/13/24 | | |
| | | PD16 DAMAGE REPAIRS | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 1,806.33 | .00 | 1,806.33 | |
| | | FUND TOTAL | | | | | | 1,806.33 | .00 | 1,806.33 | |
| FUND 724 TRUST & AGENCY | | | | | | | | | | | |

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| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | 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 | | | | | | | 1,932,442.40 | 116.08 | 1,932,326.32 |

Mr. Mayor and City Administrator Gaines, I would like to have the following placed on the next agenda or wherever you both see fit for our future meetings. It is not really a request for referral since the Staff has now presented.

Item: Adopt the May 18, 2022 Resilience Plan or whatever language is best to bring the substance of the request to fruition.

In addition to this, for further discussion related to this issue and other long view planning, I would like your thoughts on the council voting to require a super majority for changes to plans such as these, ie. strategic plan, college hill vision plan, etc. to avoid yo-yoing these plans at the whim of single seat changes in future councils. Food for thought.

Thanks as always.

Council member, 4th Ward.

319-455-6540

Good afternoon,

At this coming Council meeting, I'd like to refer to staff to revise city ordinance to remove prohibitions on parking/storing recreational items such as boats and towable travel trailers on rear yards. The current ordinance, as I understand it, requires home-owners to pave or otherwise create a hard surface in their side or rear yard to be able to park said items. There are separate ordinances around nuisance storage withstanding, but I think it is unwise to force reduction of green space and cause surface water runoff to be exacerbated permanently. It would be better to allow for storage of these personal recreational items, even if for a temporary season, without having to provide hard surfaces upon which to park. This seems to be an unnecessary expenditure for our citizens, as well. For these reasons, and at the request of resident-petitioners, I'd like to instruct staff to come back with revised ordinance(s) that allows for parking/temporary storage of afore-mentioned items on residents' side or rear yards without having to provide a "hard surface" for said parking.

I'm sure there are a few sections of code to consider, so I'd trust staff can include other relevant sections that may need attention. The goal is to make parking a boat, travel trailer or the like on one's own property legal without requiring paving over their yard. I would be in favor of removing the number restriction as well, as current ordinance allows no more than one vehicle to be parked in the side or rear yard's paved surface. If we'd need to hear rationale from staff, or request options to accomplish some compromise, I'm amenable to a meeting, but this seemed like an easy one to have them draft the changes.

We'll talk more next week.

See ordinance Section 26-222

https://library.municode.com/ia/cedar_falls/codes/code_of_ordinances?nodeId=COOR_CH26ZO_ARTIII_DIDIRE_DIV3ORELOSPPAARRE_S26-222REDRCRDELOFRYASIYAREDI

if you'd like to study up.

Best,

Dustin Ganfield

Councilman

Cedar Falls Ward 5

M: 319-553-6899