



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, DECEMBER 19, 2022
7:00 PM AT CITY HALL, 220 CLAY STREET**

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of December 5, 2022.

Agenda Revisions

Special Presentations

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 proposed conveyance of city-owned real estate to Cedar Falls Utilities by means of a non-exclusive permanent easement for the relocation of utilities.
 - a) Receive and file proof of publication of notice of hearing. (Notice published December 9, 2022)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and authorizing conveyance of a non-exclusive permanent easement to Cedar Falls Utilities for the relocation of utilities.

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.)

3. Receive and file Mayoral veto of Ordinance #3021, amending Section 18-23(5), Powers and duties of the Planning and Zoning Commission, of the Code of Ordinances relative to removing 2/3 majority vote required by City Council to approve amendments to the City's comprehensive plan that are disapproved by the Planning and Zoning Commission, and Ordinance #3022, amending Chapter 26, Zoning, of the Code of Ordinances relative to removing the 2/3 majority vote required by City Council to approve zoning amendments that are disapproved by the Planning and Zoning Commission.
4. Receive and file the resignation of Eashaan Vajpeyi as a member of the Human Rights Commission.
5. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Craig Fairbanks, Housing Commission, term ending 12/31/2024.

- b) Helen Pearce, Housing Commission, term ending 12/31/2024.
- c) Kevin Fittro, Board of Appeals, term ending 12/31/2025.
- d) Jason Huff, Board of Appeals, term ending 12/31/2025.
- e) Katy Susong, Board of Appeals, term ending 12/31/2026.
- f) Debra Waterman, Board of Appeals, term ending 12/31/2026.
- g) Ross Samek, Board of Appeals, term ending 12/31/2026.
- h) Rick Mott, Board of Electrical Appeals, term ending 12/31/2023.
- i) Rick Dumler, Board of Electrical Appeals, term ending 12/31/26.
- j) William Pierce, Board of Mechanical Appeals, term ending 12/31/2024.
- k) Steve Broell, Board of Mechanical Appeals, term ending 12/31/2026.
- l) Colin Frese, Board of Mechanical Appeals, term ending 12/31/2026.
- m) Andrew Tink, Board of Plumbing Appeals, term ending 12/31/2023.
- n) Travis Davison, Board of Plumbing Appeals, term ending 12/31/2026.

6. Receive and file the City Council Standing Committee minutes of December 5, 2022 relative to the following items:

- a) Grow Cedar Valley Update.
- b) Council Policy on Official City Proclamations.
- c) Council Policy on Public Awards and Recognition.
- d) Council Policy on Boards and Commissions Interviews.

7. Approve the following applications for retail alcohol licenses:

- a) Rancho Chico, 618 Brandilynn Boulevard, Class C retail alcohol - renewal.
- b) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C retail alcohol & outdoor service - renewal.
- c) Golf Lab, 201 Washington Street, Special Class C retail alcohol - new.

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

- 8. Resolution Calendar with items considered separately.
- 9. Resolution approving and adopting CFD 1127: Council Policy - Official City Proclamations.
- 10. Resolution approving and adopting CFD 1128: Council Policy - Public Awards and Recognition.
- 11. Resolution approving and adopting Personnel Policy 223: Sexual Abuse Prevention, for the City of Cedar Falls.
- 12. Resolution approving and adopting Personnel Policy 608: Concussion and Head Injury, for the City of Cedar Falls.
- 13. Resolution approving and adopting amendments to Personnel Policy 903: Grievance Procedure, for the City of Cedar Falls.
- 14. Resolution levying a final assessment for costs incurred by the City to mow the property located at 2722 College Street.
- 15. Resolution levying a final assessment for costs incurred by the City to mow the property located at 2804 College Street.
- 16. Resolution levying a final assessment for costs incurred by the City to mow the property located at 2208 Coventry Lane.
- 17. Resolution approving and authorizing execution of an amended Master Service Agreement and Statement of Work with Municode, LLC, subsidiary of CivicPlus, LLC, relative to City code supplementation.
- 18. Resolution approving and authorizing execution of an Agreement with Elise Bovy with Northeast Iowa Area Agency on Aging relative to providing Tai Chi classes at the Recreation Center.

- [19.](#) Resolution approving and authorizing execution of an Assignment and Assumption Agreement between Orion Cedar Falls IA, LLC and Reel Deal Holdings, LLC, pursuant to the terms of the Agreement for Private Development with Ryan Companies US, Inc. relative to the transfer of ownership of property located at 1100 Technology Parkway.
- [20.](#) Resolution approving and authorizing execution of a Contract with Family Management Financial Solutions relative to Community Development Block Grant (CDBG) funding for service agencies.
- [21.](#) Resolution approving and authorizing execution of a Contract with The Salvation Army relative to Community Development Block Grant (CDBG) funding for service agencies.
- [22.](#) Resolution approving and authorizing execution of Amendment Number Three to the Subaward Agreement with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD) for an extension of the Voluntary Property Acquisition Program funded through the Hazard Mitigation Grant Program relative to the Northern Cedar Falls Flood Buyout.
- [23.](#) Resolution approving the Certificate of Completion and accepting the work of Blacktop Service Company for the 2022 Seal Coat Project, and approving and authorizing the transfer of funds from the Street Construction Fund to the Street Repair Fund.
- [24.](#) Resolution receiving and filing, and approving and accepting the bid of Peterson Contractors Inc., in the amount of \$29,997,049.50, being the only bid received for the Main Street Reconstruction Project.
- [25.](#) Resolution receiving and filing the bids, and approving and accepting the bid of Peterson Contractors, Inc., in the amount of \$6,279,130.00, being the lowest bid received for the Cedar River Recreational River Area and Riverbank Improvements Project.
- [26.](#) Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the Cedar River Recreational River Area and Riverbank Improvements Project. (contingent upon approval of previous item)
- [27.](#) Resolution setting January 3, 2023 as date of public hearing on the proposed FY2023-FY2028 Capital Improvements Program (CIP).

Allow Bills and Claims

- [28.](#) Allow Bills and Claims for December 19, 2022.

Council Updates and Announcements

Council Referrals

Executive Session

29. Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, DECEMBER 5, 2022
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

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

- 54059 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of November 21, 2022 be approved as presented and ordered of record. Motion carried unanimously.
- 54060 - Rick Sharp, 1623 Birch Street, commented on Council Goal Setting, opposing TIF for the mall and additional funding for the CFHS pool, and supporting funding for a public safety study.
- 54061 - It was moved by Harding to reconsider action taken relative to a resolution approving and authorizing execution of an Agreement for Private Development, and approving and authorizing execution of a Quit Claim Deed conveying certain city-owned real estate to CF Storage, L.L.C. The motion failed for lack of a second.
- 54062 - It was moved by Ganfield and seconded by Kruse that Ordinance #3020, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to use of consumer fireworks within the City limits, 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: Sires, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: Dunn. Motion carried. The Mayor then declared Ordinance #3020 duly passed and adopted.
- 54063 - It was moved by Kruse and seconded by Harding that Ordinance #3021, amending Section 18-23(5), Powers and duties of the Planning and Zoning Commission, of the Code of Ordinances relative to removing 2/3 majority vote required by City Council to approve amendments to the City's comprehensive plan that are disapproved by the Planning and Zoning Commission, 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: Sires, deBuhr, Kruse, Ganfield. Nay: Dunn, Schultz, Harding. Motion carried. The Mayor then declared Ordinance #3021 duly passed. Mayor announced his intention to veto the ordinance.
- 54064 - It was moved by Ganfield and seconded by Harding that Ordinance #3022, amending Chapter 26, Zoning, of the Code of Ordinances relative to removing the 2/3 majority vote required by City Council to approve zoning amendments that are disapproved by the Planning and Zoning Commission, 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: Sires, deBuhr, Kruse, Ganfield. Nay: Dunn, Schultz, Harding. Motion carried. The Mayor then declared Ordinance #3022 duly passed. Mayor announced his intention to veto the ordinance.

54065 - It was moved by Ganfield and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Mary Carlson as a member of the Visitors & Tourism Board.

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

- a) Jim O'Loughlin, Historic Preservation Commission, term ending 03/31/2025.
- b) Lindi Roelofse, Historic Preservation Commission, term ending 03/31/2025.

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

- a) Diversity, Equity, and Inclusion Specialist.
- b) Engineering Technician I.

Receive and file Departmental Monthly Reports of October 2022.

Approve the following applications for beer permits and liquor licenses:

- a) Cedar Falls Family Restaurant, 2627 Center Street, Class B beer - renewal.
- b) Cedar Falls Woman's Club, 304 Clay Street, Special Class C retail alcohol - renewal.
- c) Lifestyle Inn, 5826 University Avenue, Class C retail alcohol - renewal.
- d) Sharky's Fun House, 2223 College Street, Class C retail alcohol & outdoor service - renewal.
- e) Hy-Vee Fast and Fresh, 6527 University Avenue, Class C beer & Class B wine – change in ownership.
- f) Hansen's Dairy, 123 East 18th Street, Class B retail alcohol - new.

Motion carried unanimously.

54066 - It was moved by Harding and seconded by Ganfield to receive and file a communication from the Mayor relative to the appointment of Noah Hackbart as Student Liaison, term ending 04/30/2023. Mr. Hackbart introduced himself, commented and announced that Northern Iowa Student Government meetings are held on Tuesdays at 6 PM. Following a question by the Northern Iowan Executive Editor Nixson Benitez, and responses by Councilmember Dunn, Mr. Hackbart and Mayor Green, the motion carried unanimously.

54067 - It was moved by Kruse and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,985, approving and authorizing execution of an Agreement with The Greg Prothman Company to perform recruitment services relative to the

position of Principal Engineer.

Resolution #22,986, approving and authorizing execution of an Agreement with IFC Studios relative to the Cedar Falls Public Library Branding Project.

Resolution #22,987, approving and authorizing execution of a Subaward Agreement with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD) for Building Resilient Infrastructure and Communities (BRIC) Program grant funding relative to Stormwater Resilience Planning.

Resolution #22,988, approving and authorizing execution of an Agreement with Iowa Northland Regional Council of Governments (INRCOG) for grant administration services of an Iowa Department of Homeland Security and Emergency Management Division (HSEMD) Building Resilient Infrastructure and Communities (BRIC) Program grant relative to Stormwater Resilience Planning.

Resolution #22,989, approving and authorizing execution of two Vacancy Agreements, in conjunction with the Main Street Reconstruction Project.

Resolution #22,990, approving the Certificate of Completion and accepting the work of Boulder Contracting, LLC for the 2021 Street Patching Project.

Resolution#22,991, approving and authorizing execution of a Contracted Education Proposal with Black Hawk County Conservation (BHCC) thru a partnership with Hartman Reserve Nature Center to provide public outreach and educational programs relative to improving water quality for the period of July 1, 2023 - June 30, 2026.

Resolution #22,992, approving and authorizing execution of an Amended and Substituted Storm Water Maintenance and Repair Agreement with Tooth Trio, LLC relative to a post-construction stormwater management plan for 9219 University Avenue.

Resolution #22,993, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Community United Child Care Centers (CUCCC) relative to a post-construction stormwater management plan for 5109 Nordic Drive.

Resolution #22,994, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with D & D Midwest Investments, L.L.C. relative to a post-construction stormwater management plan for 5630 Westminster Drive.

Resolution #22,995, setting December 19, 2022 as the date of public hearing on a proposal to grant city-owned real estate to Cedar Falls Utilities by means of a non-exclusive permanent easement for the relocation of utilities.

Resolution #22,996, determining the necessity, and setting December 13, 2022 as the date of consultation and January 3, 2023 as the date of public hearing on a proposed Southwest Cedar Falls Urban Renewal Plan for a proposed urban

renewal area.

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: Sires, Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: None. Motion carried. The Mayor then declared Resolutions #22,985 through #22,996 duly passed and adopted.

- 54068 - It was moved by Dunn and seconded by deBuhr that Resolution #22,997, approving and adopting amendments to Personnel Policy 809: Disciplinary Procedures, for the City of Cedar Falls, be adopted. Following comments and questions by Councilmembers Ganfield and Harding, and Rick Sharp, 1623 Birch Street, and responses by Human Resources Manager Schindel, Mayor Green and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Harding. Nay: Sires, Ganfield. Motion Carried. The Mayor then declared Resolution #22,997 duly passed and adopted.
- 54069 - It was moved by Ganfield and seconded by Harding that a resolution approving and adopting amendments to Personnel Policy 903: Grievance Procedure, for the City of Cedar Falls, be adopted. Following comments and questions by Councilmembers Ganfield, Harding, deBuhr, Sires, Kruse and Schultz, and Rick Sharp, 1623 Birch Street, and responses by City Attorney Rogers and Mayor Green, it was moved by Ganfield and seconded by Kruse to amend the motion to replace City Administrator with Finance and Business Operations Committee in Section 4(d) and restore closed session in 4(f). Following comments by Councilmembers Ganfield, Harding, Dunn, deBuhr, Schultz and Kruse, and Rick Sharp, 1623 Birch Street, and responses by Mayor Green and City Attorney Rogers, the motion carried 5-2, with Dunn and Harding voting Nay. Following comments by City Attorney Rogers, it was moved by Kruse and seconded by deBuhr to postpone consideration of the amended policy until the December 19, 2022 City Council meeting. Motion carried unanimously.
- 54070 - It was moved by Kruse and seconded by Harding that Resolution #22,998, approving and adopting a Recreation Fee Schedule to become effective January 1, 2023, be adopted. Following comments and questions by Councilmembers Schultz, Dunn, Ganfield, deBuhr, Kruse, Sires and Harding, Parks & Recreation Commissioner Erik Blanchard, 2009 Four Winds Drive, and Rick Sharp, 1623 Birch Street, and responses by Recreation and Community Programs Manager Soppe, Mayor Green and Public Safety Director Berte, it was moved by Ganfield and seconded by Sires to postpone discussion until the December 19, 2022 City Council meeting to include additional information with a family pass at a discounted rate. Following a comment by Community Development Director Sheetz, the motion failed 3-4, with Dunn, deBuhr, Kruse and Harding voting Nay. The Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, deBuhr, Kruse, Harding. Nay: Sires, Schultz, Ganfield. Motion Carried. The Mayor then declared Resolution #22,998 duly passed and adopted.

- 54071 - It was moved by Kruse and seconded by Harding that the bills and claims of December 5, 2022 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Sires, Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: None. Motion carried.

- 54072 - It was moved by Kruse and seconded by deBuhr to refer to the Committee of the Whole consideration of an ordinance regarding longevity of members on boards and commissions. Following questions and comments by Councilmembers Kruse, deBuhr and Harding, and responses by City Attorney Rogers and Mayor Green, the motion carried 5-2, with Harding and Dunn voting Nay.

- 54073 - It was moved by Ganfield and seconded by Harding to adjourn to Executive Session to discuss confidential records per Iowa Code Section 21.5(1)(a) to review or discuss records which are required or authorized by state or federal law to be kept confidential. Upon call of the roll, the following named Councilmembers voted. Aye: Sires, Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 8:56 P.M.

Mayor Green reconvened the Council meeting at 10:24 P.M.

- 54074 - It was moved by Kruse and seconded by deBuhr that the meeting be adjourned at 10:25 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, 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 Robert M Green and City Council

FROM: Ben Claypool, Principal Engineer, PE, PhD

DATE: December 12, 2022

SUBJECT: West Viking Road Industrial Park Phase V
 Public Hearing on CFU Easement

The City of Cedar Falls is planning to reconstruct West Viking Road along the north side of the West Viking Road Industrial Park Phase V from Union Road to Production Drive. Part of this design includes the filling of the southern ditch to modify this road from its current rural cross section to an updated urban cross section. As a result, the existing Cedar Falls Utilities overhead electrical transmission lines will be impacted. In good effort to remain proactive, Cedar Falls Utilities is requesting a non-exclusive 10-foot-wide easement along the north edge of the West Viking Road Industrial Park to bury the electric utility. This would prevent any electrical conflicts during the reconstruction and ditch filling of the proposed roadway.

An Easement agreement has been prepared by Cedar Falls Utilities to convey the northerly 10 feet of the West Viking Road Industrial Park Phase V for the purpose of protecting their buried electrical utility. The non-inclusive nature of this agreement still allows the City of Cedar Falls the unrestricted ability to construction public infrastructure in this area.

Iowa law requires that the City Council hold a public hearing to authorize this Easement Agreement. The public hearing offers an opportunity for the public, and any other involved parties, to comment on the Easement.

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

CFU EASEMENT AGREEMENT - EASEMENT LOCATION EXHIBIT

WEST VIKING ROAD INDUSTRIAL PARK PHASE V

CEDAR FALLS, BLACK HAWK COUNTY, IOWA

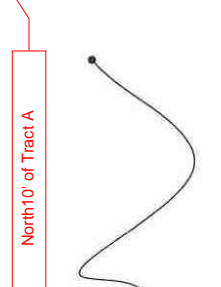
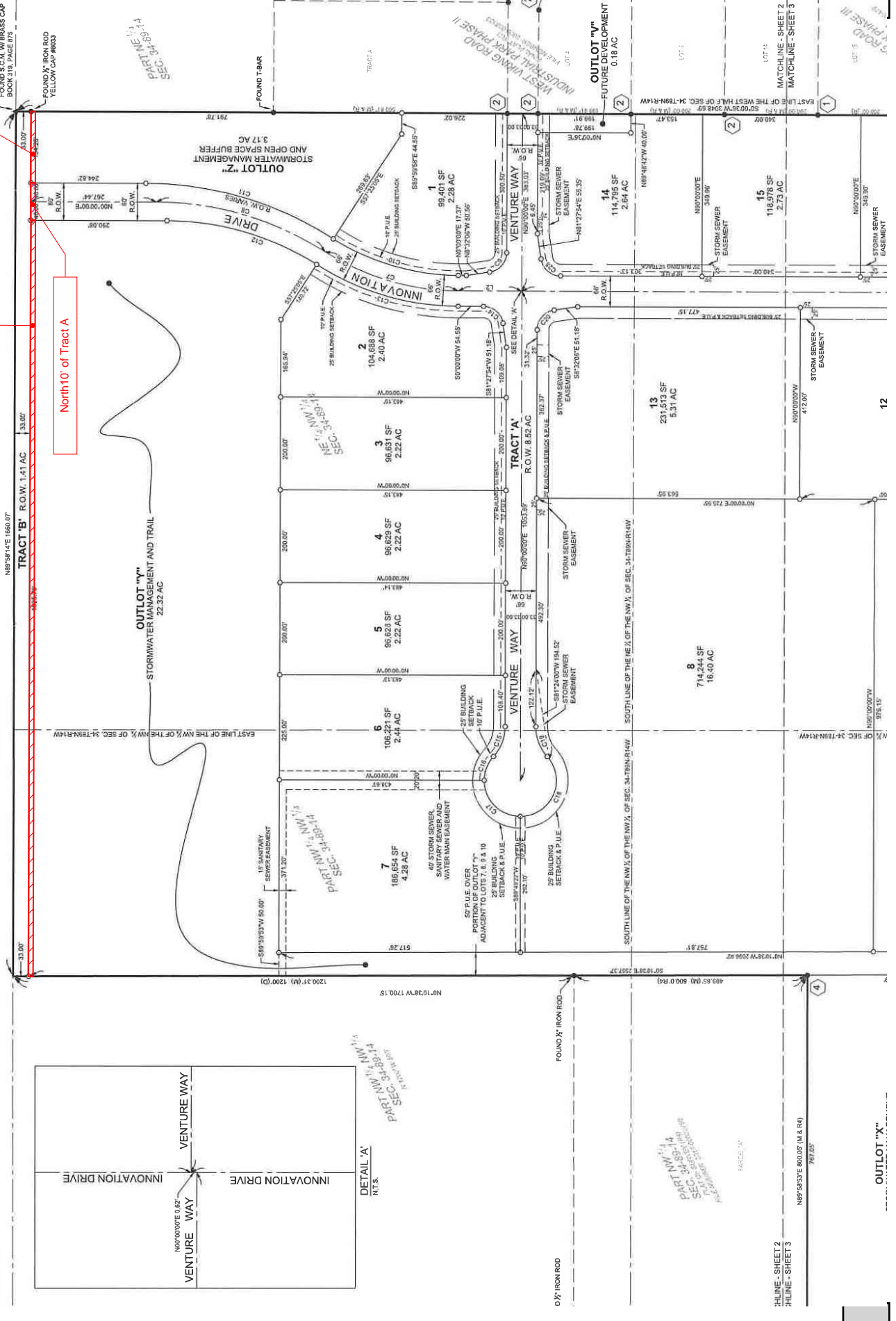
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 5 C.M. W/ BRASS CAP
 CK 2006, PAGE 306

2157
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 CK 2006, PAGE 306

NORTH LINE OF THE WEST HALF OF SEC. 34, T89N-R14W
 N89°58'14"E 2860.12'

WEST VIKING ROAD
 NORTH 10' OF OUTLOT Y
 N89°58'14"E 1860.07'

POINT OF BEGINNING
 N/A CORNER
 SECTION 34, T89N-R14W
 5 C.M. W/ BRASS CAP
 BOOK 318, PAGE 875



TRACT A
 R.O.W. 8.52 AC
 PART N.W. 1/4, N.W. 1/4 SEC. 34, T89N-R14W
 N89°58'14"E 2860.12'

TRACT B
 R.O.W. 1.41 AC
 N89°58'14"E 1860.07'

TRACT B
 R.O.W. 1.41 AC
 N89°58'14"E 1860.07'

TRACT A
 R.O.W. 8.52 AC
 PART N.W. 1/4, N.W. 1/4 SEC. 34, T89N-R14W
 N89°58'14"E 2860.12'

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 R.O.W. 1.41 AC
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 R.O.W. 1.41 AC
 N89°58'14"E 1860.07'

TRACT A
 R.O.W. 8.52 AC
 PART N.W. 1/4, N.W. 1/4 SEC. 34, T89N-R14W
 N89°58'14"E 2860.12'

2157
 718NR14W
 5 C.M. W/ BRASS CAP
 CK 2006, PAGE 306

Prepared by and return to:
Garrett Ramthun, Cedar Falls Utilities, P.O. Box 769, Cedar Falls, IA 50613-0769, 1-319-268-5375

EASEMENT

FILE NO.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter "Grantor", for good and valuable consideration to Grantor, receipt of which is hereby acknowledged, does hereby grant unto the City of Cedar Falls, for the use and benefit of The Municipal Electric and Communications Utilities of the City of Cedar Falls, Black Hawk County, Iowa, hereinafter called "Cedar Falls Utilities", its successors and assigns, and to any other established entity which regularly furnishes communication, data or media services which are delivered or available on a city wide basis, a perpetual non-exclusive easement with the right, privilege and authority to construct, reconstruct, operate, maintain and remove an electric or communication line or lines, wires, transformers and other fixtures, over, across, upon and under the following described real estate owned by the Grantor and located in the County of Black Hawk, State of Iowa, to-wit:

Easement Description

The North Ten (10) feet of Outlot "Y", Tract "A" and Outlot "Z", West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa.

Parcels: 891434127001 & 891434101011

Together with the right to Cedar Falls Utilities, its successors and assigns, of ingress and egress to, from and over said real estate for doing anything necessary or useful for the enjoyment of the rights herein granted; also, except for public infrastructure installed by or for Grantor, the privilege of removing at anytime any structure or obstruction which may interfere with the proper maintenance and operation of utilities located thereon; together with all rights and privileges required for the full enjoyment of the rights herein granted. Any conflict with public infrastructure installed at any time by or for Grantor shall be resolved at Cedar Falls Utilities' cost.

Dated this _____ day of _____, A.D. 2022.

GRANTOR
CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF BLACK HAWK } ss

This instrument was acknowledged before me on _____, 2022, by Robert M. Green, as Mayor, and Jacqueline Danielsen, as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public – State of Iowa



MAYOR ROBERT M. GREEN

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

FROM: Mayor Robert M. Green

TO: Cedar Falls City Council

DATE: December 13, 2022

SUBJECT: Mayoral Veto of Ordinances #3021 and #3022

1. By the authority granted in Iowa Code 380.5 and Section 287(b)(3) of the City Code of Ordinances, I am vetoing Ordinance #3021 and #3022. These ordinances passed via 4-to-3 majority votes at the City Council meeting on December 5, 2022. These ordinances would remove the 'two-thirds' majority requirement to overrule Planning & Zoning Commission recommendations regarding amendments to the comprehensive plan, the zoning map, and zoning regulations.
2. The current balance of authority has served Cedar Falls well for decades. Mandated by Iowa Code 414.6, the Planning and Zoning Commission in every city is the public body entrusted to develop zoning expertise and to weigh the pros and cons of zoning changes with a focus on long-term benefits for the city. The recommendations from this appointed body should be free from (or at least minimize) the undue influence of short-term political pressures. The commission's intended purpose is to be an apolitical body of informed citizens willing to put significant effort into thoughtful and well-articulated recommendations to the City Council for final consideration and approval. Were this not the intent of the Legislature, then all zoning matters could theoretically be brought directly to the City Council for the most politically expedient decision, without having to first pass through a 'planning and zoning commission' gateway.
3. There is no inherent requirement that a simple council majority should prevail in zoning matters. Of Iowa's fifty largest cities, fully half maintain a more stringent requirement than Cedar Falls -- a 'three-fourths' requirement to override planning and zoning commission recommendations for the comprehensive plan, zoning map updates and/or regulation text changes. Two other cities maintain the lower-threshold 'two-thirds' requirement, including Cedar Falls. This means that a simple majority override is not prevalent among Iowa cities containing populations between 7.5K (Webster City) and 214K (Des Moines). Notably, Ankeny, Waukee, Clive, and Grinnell each require a far more stringent 'four-fifths' override. While we certainly should not base our direction solely on what other municipalities in Iowa are doing, we would also be unwise to disregard the collective experience of these cities in how they have chosen to order their zoning processes.

- 4. I do agree that a three-fourths requirement (wherein any overrides would need 6 of 7 councilors in support) would be overly restrictive. On the other hand, a simple majority (4 of 7 councilors) appears overly lax. A simple majority would risk destabilizing the city's zoning regulations by enabling wholesale modifications to the code every other year (regardless of Planning and Zoning Commission input) through just a single council seat change every election.
- 5. Retention of the two-thirds majority requirement will ensure that the zoning maps and regulations of the city enjoy considerable support from the Council, and would ensure that any Council override would overcome a mayoral veto. Such stability and predictability is essential for a healthy economic development climate in any city. My understanding is that developers are less concerned with what the zoning regulations are, than that they are clear, consistent, predictable, steady, and evenly enforced. The two-thirds majority is core to this stability strategy.
- 6. A decreased threshold would only embolden those on council seeking to enact changes that run counter to the P&Z's well-considered recommendations, knowing that the councilor only needs to convince three fellow councilors to side with them, rather than four. Such an approach would increase the potential for arbitrary decision-making, potentially benefiting a small number of people or special interests rather than the community as a whole. A key benefit of the two-thirds (or three-fourths, or four-fifths) majority is to limit the potential for this abuse. Moreover, requiring five councilors to agree to an override ensures that at least one of these members will be up for re-election within two years, providing healthy public accountability for their decision to countermand the Planning and Zoning Commission.
- 7. I do not believe that the current two-thirds majority presents an overly taxing threshold for an override of perceived "bad recommendations" by the Planning and Zoning Commission. Any ill-considered or obviously faulty decision from the Planning and Zoning Commission (whether through a conflict of interest, personal grudges, misinformation/disinformation, or other cause) can still be corrected through the agreement of five councilors, and four councilors together can vote to prevent any offending members' reappointment at the end of the five-year term. Four councilors could also prevent an undesired citizen from being appointed in the first place. Finally, four councilors could vote to change Sec. 18-21 to reduce term lengths, increasing the frequency that a member's suitability for continued service can be evaluated. In short, other remedies exist for addressing the council's stated concerns --- remedies that would be wiser than reducing the override threshold from 'two-thirds' to 'simple majority'.
- 8. For these reasons, I am vetoing Ordinance #3021 and #2022 and I respectfully request that the City Council uphold this decision.

Xc: City Administrator
City Clerk
Chair, Planning and Zoning Commission

From: Eashaan Vajpeyi <
Sent: Wednesday, November 30, 2022 6:50 PM
To: Rob Green <Rob.Green@cedarfalls.com>
Cc: Bailey Schindel <Bailey.Schindel@cedarfalls.com>
Subject: HRC position

CAUTION: This email originated outside the City of Cedar Falls email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor, I am writing to submit my resignation from the Commission effective 12/31/22. I am trying to prioritize work and other activities. I feel like I've implemented the priorities I had when I rejoined and my contributions to the commission have been maximized.

Thank you for the appointment and I look forward to future opportunities to serve.

Sent from my iPhone



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

FROM: Mayor Robert M. Green

TO: City Council

DATE: December 13, 2022

SUBJECT: Reappointment of Housing Commissioners

REF: (a) Code of Ordinances, City of Cedar Falls §11-1: Housing Commission
(b) CFD 1201.22: Process for Appointment to City Boards and Commissions

1. In accordance with the candidacy and qualification requirements of reference (a), and process set forth in reference (b) I hereby nominate the following individuals for reappointment to the Housing Commission for two-year terms:
 - a. Ms. Helen Pearce – term ends 12/31/2024
 - b. Mr. Craig Fairbanks – term ends 12/31/2024

2. These two candidates have carried out their commissioner roles ably and have met minimum attendance requirements. My thanks go to these two citizens for their willingness to serve the public through this important role.

Xc: City Administrator
Director of Community Development
Planning and Community Services Manager
Housing Commission Chair

###



MAYOR ROBERT M. GREEN

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

FROM: Mayor Robert M. Green

TO: Cedar Falls City Council

DATE: December 12, 2022

SUBJECT: **Appointment and Reappointments to the Board of Appeals**

REF: (a) Code of Ordinances, City of Cedar Falls §7-20(12)

1. In accordance with the requirements of reference (a), I hereby make the following appointments and reappointments to the Cedar Falls Board of Appeals, beginning January 1, 2023:
 - Mr. Kevin Fittro - Term Ends December 31, 2025 (Reappointment)
 - Mr. Jason Huff - Term Ends December 31, 2025 (Reappointment)
 - Ms. Katy Susong - Term Ends December 31, 2026 (Reappointment)
 - Ms. Debra Waterman - Term Ends December 31, 2026 (Reappointment)
 - Mr. Ross Samek - Term Ends December 31, 2026 (New Appointment)
2. I am listing all members of the board with newly-assigned term-end dates; reference (a) notes a process by which the seats transition from indefinite terms to five-year terms, with staggered intervals. The above appointments align with this approach.
3. The new appointment of Mr. Samek is being made to conform with the city code approved in 2021, which prescribes that an additional expert in the field be placed on the city's various appeals boards, in lieu of council members.
4. These appointments comply with gender balance provisions of Iowa Code §69.16.A.
5. Please contact me with any questions or concerns about these appointments.

Xc: City Administrator
Director, Community Development
City Building Official

Encl: (1) General Application for Mr. Ross Samek.

###



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: **Ross** **Samek** Gender: _____ Date: **11/28/2022**
First MI Last

Home Address: _____ Home Phone: _____

Work Address: _____ Work Phone: _____

E-mail Address: _____ Cell Phone: _____

Employer: **Hawkeye Alarm & Signal** Position/Occupation: **Vice President**

If Cedar Falls resident, length of residency: **3 years** City Ward: _____ I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

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

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

2nd term member of the General Contractors Board of Licensing, Examiners and Appeals for the city of Waterloo.

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

Over 10 years experience in the security and alarm industry

National Institute for Certification in Engineering Technologies- Fire Alarms System Level III certified

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

My continued professional goal is to always be willing to share my experience and knowledge on code driven decisions and also learn from the input of other professionals across various trades.

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

My day to day work as put me in contact with many businesses and business owners. If there are any matters that come before the board that relate to a project I am first hand involved with or have a personal relationship with the petitioner, I shall be more than willing to recuse myself from any decisions or votes.



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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www.cedarfalls.com

FROM: Mayor Robert M. Green

TO: City Council

DATE: December 13, 2022

SUBJECT: Reappointment of Housing Commissioners

REF: (a) Code of Ordinances, City of Cedar Falls §11-1: Housing Commission
(b) CFD 1201.22: Process for Appointment to City Boards and Commissions

1. In accordance with the candidacy and qualification requirements of reference (a), and process set forth in reference (b) I hereby nominate the following individuals for reappointment to the Housing Commission for two-year terms:
 - a. Ms. Helen Pearce – term ends 12/31/2024
 - b. Mr. Craig Fairbanks – term ends 12/31/2024

2. These two candidates have carried out their commissioner roles ably and have met minimum attendance requirements. My thanks go to these two citizens for their willingness to serve the public through this important role.

Xc: City Administrator
Director of Community Development
Planning and Community Services Manager
Housing Commission Chair

###



MAYOR ROBERT M. GREEN

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

FROM: Mayor Robert M. Green
TO: Cedar Falls City Council
DATE: December 12, 2022
SUBJECT: **Appointment and Reappointments to the Board of Electrical Appeals**
REF: (a) Code of Ordinances, City of Cedar Falls §7-50(b)(A)

1. In accordance with the requirements of reference (a), I hereby make the following appointments and reappointments to the Cedar Falls Board of Electrical Appeals, beginning January 1, 2023:
 - Mr. Rick Mott - Term Ends December 31, 2023 (New Appointment)
 - Mr. Rick Dumler - Term Ends December 31, 2026 (Reappointment)
2. The new appointment of Mr. Mott is being made to conform to the city code approved in 2021, which prescribes that an additional expert in the field be placed on the city's various appeals boards, in lieu of council members.
3. I am appointing Mr. Mott to a one-year term in anticipation of changing the term length of this commission to five years, allowing one seat to be filled each year in compliance with §7-50(b)(A)(2) of the City Code.
4. These appointments comply with gender balance provisions of Iowa Code §69.16.A, in that recruitment has been conducted for the vacant seat, but qualified female candidates did not apply.
5. Please contact me with any questions or concerns about these appointments.

Xc: City Administrator
Director, Community Development
City Building Official

Encl: (1) General Application for Mr. Richard Mott.

###



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: **Richard** **W** **Mott** Gender: **M** Date: **11/16/22**
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: **W & J Electric Service LC** Position/Occupation: **owner/master electrician**

If Cedar Falls resident, length of residency: **8 years** City Ward: **1** I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

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

International Association of Electrical Inspectors, Iowa Chapter Member, Exexutive board member.
Pastor/Elder, Shiloh Baptist Church, Waterloo/Volunteer Missionary, Iowa Campers On Mission
City of Waterloo Electrical Board

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

Master electrician in Cedar Falls since 2003, Journeyman since 2000, electrical contractor since 2003, Licensed in State of Iowa, since 2008 current through 2025. Licesened in State of Missiouri as Master electrician, and City of Springfield Missouri.

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

I was asked to serve on this board, and as a volunteer coordinatoreo myself I know how hard it can be to get people to step out and help sometimes. Electrical work and codes are very important, and more community involvement is needed. So here I am to help.

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

City of Waterloo Electrical Board.



MAYOR ROBERT M. GREEN

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

FROM: Mayor Robert M. Green
TO: Cedar Falls City Council
DATE: December 12, 2022
SUBJECT: **Appointment and Reappointments to the Board of Mechanical Appeals**
REF: (a) Code of Ordinances, City of Cedar Falls §7-414(19)

1. In accordance with the requirements of reference (a), I hereby make the following appointments and reappointments to the Cedar Falls Board of Mechanical Appeals, beginning January 1, 2023:
 - Mr. William Pierce - Term Ends December 31, 2024 (Fills Vacancy)
 - Mr. Steve Broell - Term Ends December 31, 2026 (Reappointment)
 - Mr. Colin Frese - Term Ends December 31, 2026 (New Appointment)
2. The new appointment of Mr. Frese is being made to conform to the city code approved in 2021, which prescribes that an additional expert in the field be placed on the city's various appeals boards, in lieu of council members.
3. These appointments comply with gender balance provisions of Iowa Code §69.16.A, in that recruitment has been conducted for the vacant seat, but qualified female candidates did not apply.
4. Please contact me with any questions or concerns about these appointments.

Xc: City Administrator
Director, Community Development
City Building Official

Encl: (1) General Application for Mr. Pierce and Mr. Frese.

###



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: William E Pierce Gender: M Date: 11-23-22
First MI Last

Home Address: _____ Home Phone: _____

Work Address: _____ Work Phone: _____

E-mail Address: _____ Cell Phone: _____

Employer: Dalton Position/Occupation: Service

If Cedar Falls resident, length of residency: _____ City Ward: _____ I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

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

* Active member of prairie lakes church
 * Have completed multiple mission trips
 * Have assisted and actively participated in the community show rooms and displays put on by Dalton PHC for the community
 * Led organization for multiple new HVAC & plumbing techs
 * Yard maintenance at prairie lakes church

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

* master's mechanical/HVAC
 * Journeyman plumber
 * EPA certification
 * Trac pipe certified
 * save rest certified
 * 40 years of full-time experience in HVAC & plumbing industry.

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

I believe one of the most important qualities for a board member to possess is integrity. As an active member of this community I have always voted and made decisions based on my values and beliefs of what is right and educated myself along the way. I also pride myself on communication skills. A board member must be able to communicate effectively with other board members, and members of the community or constituents, and the media. This helps ensure transparency and accountability.

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

Dalton's PHC - current employer



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: Colin T TRESC Gender: M Date: 11/21/22
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: Lacey Plumbing + Heating Position/Occupation: HVAC Technician

If Cedar Falls resident, length of residency: City Ward: I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

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

Previously on service team at Prairie Lakes Church
currently I serve the HVAC needs of community members & business owners

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

Mechanical Journeyman, License # 24378
Backflow Prevention Assembly tester, License BPAT4062

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

I would be excited to discuss local code enforcement, also to have the possible opportunity to adapt local codes.

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



MAYOR ROBERT M. GREEN

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

FROM: Mayor Robert M. Green

TO: Cedar Falls City Council

DATE: December 12, 2022

SUBJECT: **Appointment and Reappointments to the Board of Plumbing Appeals**

REF: (a) Code of Ordinances, City of Cedar Falls §7-170(a)(13)

1. In accordance with the requirements of reference (a), I hereby make the following appointments and reappointments to the Cedar Falls Board of Electrical Appeals, beginning January 1, 2023:
 - Mr. Andrew Tink - Term Ends December 31, 2023 (New Appointment)
 - Mr. Travis Davison - Term Ends December 31, 2026 (New Appointment)
2. The appointment of Mr. Tink is being made to conform to the city code approved in 2021, which prescribes that an additional expert in the field be placed on the city's various appeals boards, in lieu of council members.
3. I am appointing Mr. Tink to a one-year term in anticipation of changing the term length of this commission to five years, allowing one seat to be filled each year in compliance with §7-170(a)(13)(b) of the City Code.
4. These appointments comply with gender balance provisions of Iowa Code §69.16.A, in that recruitment has been conducted for the vacant seat, but qualified female candidates did not apply.
5. Please contact me with any questions or concerns about these appointments.

Xc: City Administrator
Director, Community Development
City Building Official

Encl: (1) General Application for Mr. Tink and Mr. Davison

###



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

Name: ANDREW TINK Gender: _____ Date: 11/18/22
First MI Last

Home Address: _____ Home Phone: _____

Work Address: _____ Work Phone: _____

E-mail Address: _____ Cell Phone: _____

Employer: YOUNG PHC Position/Occupation: _____

If Cedar Falls resident, length of residency: _____ City Ward: _____ I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
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- Library Board of Trustees
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- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

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

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

LICENSED PLUMBER - Journey Person
License # 24093

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

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

Please e-mail completed this application to boards@cedarfalls.com
or Mail to Mayor, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613
You will be contacted to submit a Candidate Questionnaire when a board vacancy occurs.



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: Travis W Devison Gender: M Date: 11-27-2022
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: Plumbing Dynamics Position/Occupation: Owner

If Cedar Falls resident, length of residency: City Ward: I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
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- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

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

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

18 total years plumbing. Owned for 11 years.
Master Plumber - License # 8582

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

~~needed~~ my desire is to help bring community closer together to the city. I believe my experience and unbiased opinions could help that happen.

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

MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street
December 5, 2022

Item 6.

The meeting of Standing Committees met at City Hall at 5:50 p.m. on December 5, 2022, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

Finance & Business Operations Committee:

Chair Dunn called the meeting to order and introduced the only item on the Finance & Business Operations Committee Agenda, Grow Cedar Valley Update and introduced Grow Cedar Valley CEO, Cary Darrah. Ms. Darrah discussed two new hires for Grow Cedar Valley, DEI Summit, Placemaking, Destination Iowa, creating engagement for community members, government affairs and Grow Cedar Valley office relocation. Ms. Darrah introduced Vice President of Economic Development, Lisa Skubal. Ms. Skubal gave a marketing and business growth report including: Expansion of businesses, shovel ready land, lead generation campaign, site selection consultants, association members of the guild, conducting existing business visits, marketing trip to Europe and the Cedar Valley Manufacturers Association. Ms. Skubal introduced Workforce Solutions Coordinator, Stephanie Detweiler. Ms. Detweiler gave an overview of the Live the Valley Campaign, the Livability Cedar Valley magazine, and the coaster campaign. Ms. Detweiler discussed her networking in the community with human resource professionals and attracting individuals to the Cedar Valley. Councilmembers discussed the airport advocacy and marketing Cedar Falls Utilities high speed internet.

Committee of the Whole:

Chair Harding called the meeting to order and introduced the first item on the Committee of the Whole Agenda, Council Policy on Official City Proclamations and introduced Mayor Green. Mayor Green gave an overview that included: Mayor no longer initiating proclamations, city council will approve all proclamations and proclamations will no longer be read at council meetings. Under item 2. Proclamation submission, C., it will read, "Requests must be submitted to the city at least 30 days prior to the desired proclamation date". Under item 3. Proclamation approval, A., it will read, "The mayor shall submit all requested proclamations for council approval under a single cover memo". It was moved by Schultz and seconded by Dunn to move forward with the Council Policy on Official City Proclamations. The motion was put to vote. Aye: deBuhr, Dunn, Harding, Kruse, Ganfield, Shultz, and Sire; Nay: None.

Chair Harding introduced the second item on the Committee of the Whole Agenda, Council Policy on Public Awards and Recognition and introduced Mayor Green. Mayor Green explained these are public awards, with costs and this will clarify the procedure. Mayor explained this policy would establish a new Key to the City award and details various city awards for outstanding public achievement and service to Cedar Falls. Councilmembers discussed who determines whom receives awards; it was determined that under The Keys to the City (3., B., 1.) that Mayor will consult with Councilmembers. It was moved by Ganfield and seconded by Kruse to move forward with the Council Policy on Public Awards and Recognition with amendments discussed. The motion was put to vote. Aye: deBuhr, Dunn, Harding, Kruse, Ganfield, Shultz, and Sire; Nay: None.

Chair Harding introduced the third item on the Committee of the Whole Agenda, Council Policy on Boards and Commissions Interviews and introduced Mayor Green. Mayor Green gave an overview of the existing process. Councilmembers discussed the interview process of potential Boards and Commission candidates and conducting interviews of candidates at the Standing Committee meetings and agreed to not conduct formal interviews. Instead, new committee member(s) will be invited and recognized during the approval of their appointment at the City Council meeting. Councilmembers decided to end the practice of interviewing Boards and Commission members at the Standing Committee meetings. It was moved by Ganfield and seconded by Kruse to move forward with inviting new committee member(s) to City Council meetings to participate during their appointment. The motion was put to vote. Aye: deBuhr, Dunn, Harding, Kruse, Ganfield, Shultz, and Sire; Nay: None.

Meeting adjourned at 6:47 p.m.

Minutes by Kim Kerr, Administrative Supervisor



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Police Chief
Date: December 12, 2022
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) Rancho Chico, 618 Brandilynn Boulevard, Class C retail alcohol - renewal.
- b) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C retail alcohol & outdoor service - renewal.
- c) Golf Lab, 201 Washington Street, Special Class C retail alcohol - new.



MAYOR ROBERT M. GREEN

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

Item 9.

MEMORANDUM

Office of the Mayor

FROM: Mayor Robert M. Green
TO: Cedar Falls City Council
DATE: November 23, 2022

SUBJECT: Approval of New Official City Proclamations Policy (CFD 1127)

1. My study of the Mayor's duties has led me to conclude that the City Code of Ordinances does not grant the Mayor the authority to independently issue official proclamations, and so I am immediately discontinuing this practice.
2. I do believe that official proclamations are an important communications tool for expressing the opinions, support, and recognition of the local government on noteworthy anniversaries and other special dates. To properly enable these proclamations to be generated, I've created a new proclamation process with the help and advice of Jacque Danielsen (City Clerk) and Amanda Huisman (Communications Specialist).
3. Key aspects of this this new process are:
 - a. **I will no longer initiate proclamations.** Many of the proclamations I read last year were not requested by citizens in the current year, but often were pulled from the previous year's file and re-issued. I anticipate that ending this practice will drop the proclamation count by at least half.
 - b. **The City Council will approve all city proclamations.** These will be part of the consent calendar (all as a single item with cover memo). I will sign the proclamations once approved by council.
 - c. **I will no longer read proclamations during council meetings.** Instead, I will work with the submitter for other suitable venues.
4. In this new process, Amanda Huisman will take on the primary role of quality-checking incoming proclamations and forwarding them to the City Council for approval in the regular meeting; I will still have the role of approving their inclusion in the council packet for your consideration per Section 187-2(b)2 of the City Code of Ordinances.
5. Thank you for your consideration of this new policy, which is similar to proclamations processes for other cities. Please contact me with any questions.

Encl: (1) CFD 1127: Council Policy – Official City Proclamations

Xc: City Administrator

###

CFD 1127: Council Policy – Official City Proclamations

Approved XXXXX XX, XXXX by the Cedar Falls City Council

PURPOSE:

To provide guidance for the submission, approval, and publishing of official city proclamations.

POLICY:

It is the policy of the City of Cedar Falls to recognize important civic events and other special occasions with an official proclamation.

PROCEDURES:

1. Submission Criteria.

A. Proclamations may be requested by:

- 1). Residents of the City of Cedar Falls.
- 2). Organizations with direct connections to Cedar Falls.
- 3). City of Cedar Falls council members or employees.

B. Proclamations should have a demonstrable tie to Cedar Falls, which may include significant accomplishments by residents, noteworthy historical anniversaries, “Year of…” declarations, or other special commemorations of days, weeks or months by Cedar Falls residents and organizations.

C. The City of Cedar Falls reserves the right to deny any proclamation request.

2. Proclamation Submission.

A. Information required for an official city proclamation request are:

- 1). Submitter Name (plus title / organizational affiliation as appropriate).
- 2). Submitter Mailing Address and E-mail Address.
- 3). Date of Need for Signed Proclamation.
- 4). Desired Presentation Venue (Mayor’s Office, City Studio, Site Visit, other).
- 5). Draft Proclamation Text (including 3-6 Whereas Clauses and a Therefore Clause).

B. Requests must be e-mailed to proclamations@cedarfalls.com at least 30 days prior to the desired proclamation date. Approval well in advance will allow the greatest flexibility for scheduling a video shoot or other special publishing arrangement.

C. The city reserves the right to edit proclamations for clarity and brevity, and will normally

consult with the submitter regarding any substantive changes.

3. Proclamation Approval.

- A. Proclamation requests shall be considered for council approval under a single cover memo in the regular council meeting consent calendar.
- B. Proclamations shall not normally be read aloud during council meetings, in the interest of council meeting efficiency.

4. Proclamation Publication.

- A. After approval by the City Council, the Mayor shall sign the final formal proclamation document under the city seal within a formal presentation folder.
- B. The Mayor shall promptly return the signed proclamation to the submitter, and will normally offer a photo opportunity in the Mayor's Office, a site visit, social media broadcast, or other location and date/time as agreed upon by the submitter and Mayor.

5. Emergency Proclamations exempted.

- A. As described in Iowa Code 372.14, the Mayor may govern the city by proclamation when a time of emergency has been determined to exist, within the limits imposed by City Code Section 16-133.
- B. Such proclamations shall be exempt from the procedures contained in this policy document.

ADOPTED / AMENDED:

XX/XX/XX



MAYOR ROBERT M. GREEN

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

Item 10.

MEMORANDUM

Office of the Mayor

Robert M. Green
FROM: Mayor Robert M. Green
TO: Cedar Falls City Council
DATE: November 23, 2022

SUBJECT: Approval of New Public Awards and Recognition Policy (CFD 1128)

1. The city currently has no formal guidance on the recognition of citizens by the city; to remedy this, I am sending for your consideration a policy document which details the various City awards for outstanding public achievement and service to Cedar Falls by the general public. Significantly, this policy would establish a new **Key to the City** award, which would be reserved for only the highest accomplishments.
2. I believe the various levels of recognition will meet the needs of the city, but additional awards could be generated if needed. I have budgeted \$1290 for all awards in FY2024 (\$800 of which is reserved to support the existing Mayors Volunteer Service Awards).
3. Thank you in advance for your consideration of approval. I am looking forward to formalizing the awards process to ensure that citizens receive the recognition they deserve for their meritorious actions.
4. Please contact me with any questions, concerns or suggestions for future versions.

Encl: (1) CFD 1128: Council Policy – Public Awards and Recognition

Xc: City Administrator

###

CFD 1128: Council Policy – Public Awards and Recognition

Approved XXXX XX, XXXX the Cedar Falls City Council

PURPOSE:

To establish standards and guidance for recognition of citizens through official city awards.

POLICY:

It is the policy of the City of Cedar Falls to celebrate the meritorious actions of citizens through special formal recognition, to include plaques, trophies and other awards purchased with city funds budgeted for that purpose.

PROCEDURES:

1. Applicability.

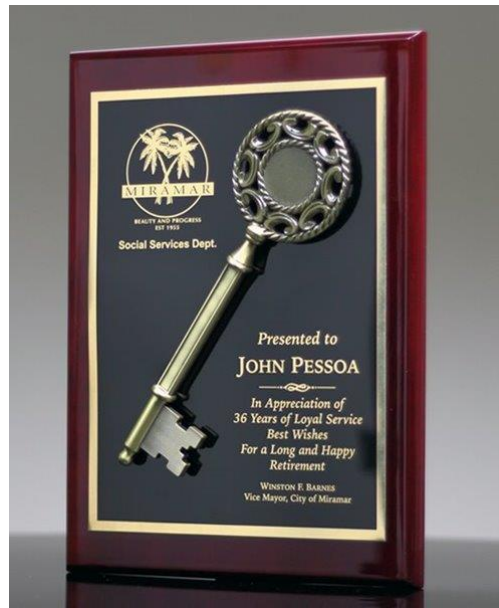
- A. These procedures apply to recognition of members of the public, city elected officials, and boards and commission members.
- B. City employees will be recognized under a separate policy to be maintained and approved by the City Administrator.

2. Funding.

- A. Funding for public awards and recognition items shall be paid through the Mayor's budget.
- B. No financial awards or other similar gratuities are authorized as part of this program.

3. Awards, Precedence and Requirements.

- A. The awards program is designed to allow for the appropriate recognition of members of the public across a broad spectrum of achievement, from minor to truly exceptional.
- B. Award levels are as follows, in order of precedence from highest to lowest:
 - 1). The Key to the City.
 - a. The Mayor may award the Key to the City, after consultation with the City Council, to any individual or group reflecting great credit on Cedar Falls through nationally or globally noteworthy actions, or who otherwise demonstrates extreme merit.
 - b. A presentation ceremony shall be arranged by the Mayor's Office at City Hall or other appropriate location, for public and media attendance. The Mayor shall issue the award on behalf of the City and People of Cedar Falls.
 - c. A record will be kept of all recipients of the Key to the City.



*Key to the City Engraved Plaque – approximately \$120
(Photo to be replaced with local example once produced)*

2). Cedar Falls Representative Citizen.

- a. Each year the City of Cedar Falls recognizes one outstanding citizen as the Cedar Falls Representative Citizen of the Year.
- b. This award, implemented in 1964, is determined each March by a special committee composed of prior Representative Citizens (as voting members) and the Mayor (as non-voting member).
- c. The recipient is publicly recognized at the annual John Milton Overman Business & Industry Awards.

3). Cedar Falls Honorary Resident.

- a. Any non-resident may be made an honorary resident of Cedar Falls by the Mayor, in recognition of the non-resident's spirit of community, connectedness, and affinity for Cedar Falls. Recipients will receive a plaque and a wallet card.
- b. No legal rights are accorded with this recognition, though the City Council may choose to grant special privileges to honorary residents.

4). Distinguished Service Award.

- a. The Mayor may authorize a Distinguished Service Award, after consultation with the City Council, to any person performing exceptional service to the City and People of Cedar Falls for an extended period of time. Specific actions which merit awarding a Distinguished Service Award include:
 - (a) 20 years of service (combined) on City boards and commissions and/or as a member of the Cedar Falls City Council.

- (b) Exemplary long-term performance while serving in an organization which directly benefits the people of Cedar Falls.
 - b. The Distinguished Service Award shall be accompanied by a citation detailing the citizen's service or actions which warrant the issuing of this award.
- 5). Certificate of Merit.
- a. In cases of individual merit or service to the City, the Mayor may award a Certificate of Merit to a member of the public during the Special Presentations segment of a City Council Meeting.
 - b. A citation will accompany the award to note the reason for the special recognition; this citation will be read by the Mayor during the presentation.
 - c. Specific actions which merit a Certificate of Appreciation include:
 - (a) Completion of service on City boards and commissions and/or as a member of the Cedar Falls City Council for a total of less than 20 years.
 - (b) Completion of successful service as a neighborhood association leader.
- 6). Mayors' Volunteer Award and Top Teen Volunteer Award.
- a. The combined mayors of the Cedar Valley annually recognize top community volunteers from throughout the Cedar Valley. This program is administered through the Volunteer Center for Cedar Valley (VCCV).
 - b. All nominees are recognized with a VCCV-provided certificate, and awardees receive a display trophy.
- 7). Mayor's Letter of Commendation.
- a. The mayor may provide a Mayor's Letter of Commendation to recognize a citizen's commendable achievement, without a special ceremony or plaque.
 - b. The letter, on mayor letterhead, will be mailed in a standard city envelope to the recipient.
- 8). Mayor's Challenge Coin.
- a. The Mayor may award a coin in-person to any non-employee demonstrating significant initiative and community spirit. Due to the visibility / desirability of 'coining' this recognition may be given in combination with any other award.



Mayor / Administrator Challenge Coin Front & Back (1.5" diameter)

9). City of Cedar Falls Lapel Pin.

- a. Upon taking city elected or appointed office, public members will be recognized by the mayor with a City Service Lapel Pin.
- b. Upon request of the individual, longevity pins will additionally be awarded for 5, 10, 15, or 20 years of service as an elected or appointed official (either continuous or non-continuous).



City Service Lapel Pin (1/2" Square)

ADOPTED / AMENDED:

XX/XX



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
Human Resources Division

TO: Mayor Green, City Council
FROM: Bailey Schindel, Human Resources Manager
DATE: December 13, 2022
SUBJECT: Personnel Policy Changes

Attached to this Memorandum please find proposed additions to the Personnel Policy Manual; Personnel Policies #223 Sexual Abuse Prevention and #608 Head Injury and Concussion. On July 1, 2022, the City bound its liability insurance with Travelers. In doing so, the City was aware of Travelers risk control recommendations, which are in place for the betterment of their customers. It is important the City take notice and complete these recommendations in order to maintain a controlled premium and avoid the possibility of loss of coverage. One of the recommendations was to formulate both a Sexual Abuse Prevention policy and a Concussion and Head Injury policy. These policies will improve the City's current safety program and help reduce and prevent potential losses. Staff believes these policies to be all encompassing and included in the Personnel Policy Manual.

Staff recommends approval of these personnel policy additions. Please feel free to contact HR Manager, Bailey Schindel, at 319-268-5531 if you have any questions.

223: Sexual Abuse Prevention

Policy:

It is the Policy of the City of Cedar Falls that sexual abuse in the workplace or at any activity sponsored by the City shall not be permitted or allowed. Mandatory procedures are set forth for those who have learned of or are a witness to sexual abuse.

Comment:

(1) Sexual Abuse Definition: Sexual abuse takes the form of inappropriate sexual contact or interaction for the gratification of the actor. Sexual abuse includes sexual assault, exploitation, molestation or injury. It does not include sexual harassment, which is another form of behavior prohibited by the City.

(2) Possible Signs of Sexual Abuse: There are a number of “red flags” that suggest someone is being sexually abused. Signs of sexual abuse may take the form of physical or behavioral evidence.

(3) Reporting Procedure: Any representative of the City who learns of sexual abuse being committed in the workplace or at any activity sponsored by the City must immediately report it to his or her department head and to the Human Resources Division. Representatives of the City may include employees, elected officials, volunteers and instructors and coaches.

If the victim is an adult other than an elderly adult (age 60 or over), the Human Resources Manager or designee must immediately report the abuse to the police. If the victim is an elderly adult or child, the Human Resources Manager or designee must immediately report the abuse to the DHS Abuse Hotline at 1-800-362-2178. If the elderly adult or child is in imminent danger the Human Resources Manager or designee must immediately call 911. The Human Resources Manager shall immediately notify appropriate family members of the victim of suspected child abuse.

(4) Investigation and Follow Up: The City takes allegations of sexual abuse seriously. If an allegation is reported against a City employee, elected official or volunteer, the City will promptly, thoroughly and impartially investigate to determine whether there is a reasonable basis to believe that sexual abuse has been committed. The City investigation may be undertaken by an internal team or the City may hire an independent third party. The City will cooperate fully with any investigation conducted by law enforcement or regulatory agencies, and the City may refer the complaint and the result of its own investigation to those agencies. The City reserves the right to place the subject of the investigation on an involuntary leave of absence or reassign that person to responsibilities that do not involve personal contact with individuals. To the fullest extent possible, but consistent with the City’s legal obligation to report suspected abuse to appropriate authorities, the City will endeavor to keep the identities of the alleged victims and investigation subject confidential, as allowed by law.

If the investigation substantiates the allegation, this policy allows the City to impose discipline, up to and including termination of employment.

(5) Retaliation Prohibited: The City prohibits retaliation against anyone who in good faith reports sexual abuse, alleges that sexual abuse is being committed or participates in the investigation of alleged abuse. Intentionally false or malicious accusations of sexual abuse are prohibited.

Anyone who improperly retaliates against an individual who has made a good-faith allegation of sexual abuse, or intentionally provides false information to that effect, will be subject to discipline, up to and including termination of employment.

Adopted 12/19/22
Amended

608: CONCUSSION AND HEAD INJURY

Policy:

The City of Cedar Falls recognizes the seriousness of concussions and head injuries and takes seriously its obligation to address concussions and head injuries suffered by employees in the course of employment and individuals participating in City-sponsored sports and other recreational activities. This policy requires all City Departments to take steps to prevent and address concussions and head injuries suffered by employees and those individuals, including minors (under the age of 18), participating in City-sponsored activities.

Comment:

(1) A concussion is caused by a blow or motion to the head or body that causes the brain to move rapidly inside the skull. The risk of catastrophic injuries or death is significant when a concussion or head injury is not properly evaluated and managed.

(2) Concussions are a type of brain injury that can range from mild to severe and can disrupt the way the brain normally works. Concussions can result from a fall or from individuals colliding with each other, the ground, or with obstacles. Concussions can occur with or without loss of consciousness, but the vast majority of concussions occur without loss of consciousness.

(3) Continuing to work or participate with a concussion or symptoms of a brain injury leaves a person especially vulnerable to greater injury and even death.

(a) City employees as well as contractors and volunteers who are involved in City-sponsored sports and recreational activities shall be provided with this policy, including the signs and symptoms of concussion or head injury, and shall become familiar with them.

(b) Before a minor will be allowed to participate in a City-sponsored sports or recreational activity the minor's parent or guardian shall be provided with a copy of this policy, including the signs and symptoms of concussion or head injury (attached), and shall acknowledge in writing understanding of this policy and acceptance of the terms of this policy.

(c) Any employee or participant who demonstrates signs or symptoms of a concussion or head injury shall be immediately removed from work activities or participation in a City sponsored event.

(d) All City employees, as well as contractors and volunteers who are involved in City-sponsored sports or recreational activities, and parents or guardians of minor

participants, and the participants themselves, must report to a City representative any signs or symptoms of concussion or head injury observed in themselves or others.

(e) The parent or guardian of a minor participant who shows signs or symptoms of a concussion or head injury shall be notified as soon as possible after the incident.

(f) An employee or participant who has demonstrated signs or symptoms of concussion or of a head injury and has been removed from work activities or participation may not return to work activities or participation until:

i. A minimum of twenty-four hours has passed since the last sign or symptom of concussion or head injury has occurred; and

ii. The employee or participant has been evaluated by a licensed health care provider and the health care provider has in writing cleared return to work or participation.

(4) When in doubt, sit them out. City employees, contractors and volunteers are not expected to make medical diagnoses or render medical treatment. They are only required to use their best judgment based on observations and reports of signs or symptoms. They should always err on the side of caution when deciding whether an employee or participant should be removed from work activities or participation.

Adopted 12/19/22
Amended



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
Human Resources Division

TO: Mayor Green, City Council
FROM: Bailey Schindel, Human Resources Manager
DATE: December 12, 2022
SUBJECT: 903 Grievance Procedure Personnel Policy Amendment

Attached to this Memorandum please find proposed amendments to Personnel Policy 903, Grievance Procedure, as discussed during the December 5, 2022 council meeting. This memorandum will serve to generally explain the proposed changes. Reference to the policy itself is recommended for review of specific language. The changes are presented in red line form for ease of review.

Personnel Policy 903, Grievance Procedure.

As suggested during the December 5th council meeting, the following amendments were made to the policy:

- Finance & Business Operations Committee of the City Council was added as the appeal body in step four of the grievance process
- Reinstatement of closed session language as required for the grievance hearing in step four with the Finance & Business Operations Committee pursuant to Iowa Code § 21.5(1)(i)

Please feel free to contact HR Manager, Bailey Schindel, at 319-268-5531 if you have any questions.

903: GRIEVANCE PROCEDURE

Policy:

It is the policy of the City of Cedar Falls that employees should have an opportunity to present their work-related complaints and to appeal management decisions through a dispute resolution or grievance procedure. The City will attempt to resolve promptly all grievances that are appropriate for handling under this policy.

Comment:

(1) An appropriate grievance is defined as an employee's expressed dissatisfaction concerning any interpretation or application of a work-related policy by management, supervisors, or other employees. Examples of matters that may be considered appropriate grievances under this policy include:

- (a) A belief that City policies, practices, rules, regulations, or procedures have been applied in a manner arbitrarily detrimental to an employee;
- (b) Treatment considered unfair by an employee, such a coercion, reprisal, harassment, or intimidation;
- (c) Alleged discrimination because of race, color, sex, age, religion, national origin, military status, or disability; and
- (d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, holidays, job classification, pay band assignment, or seniority.

(2) Employees covered by a union contract may not utilize this grievance procedure to the extent the matter is addressed by the union contract and/or its grievance procedures.

(3) Employees should notify the City, in a timely fashion, of any grievance considered appropriate for handling under this policy. The grievance procedure is the exclusive remedy for employees with appropriate grievances. However, if an employee files a claim with the civil service commission based upon the same facts and circumstances, any grievance brought under this policy shall be immediately dismissed with no further action taken by the City.

(4) The grievance procedure has a maximum of four steps, but grievances may be resolved at any step in the process. Grievances are to be fully processed until the employee is satisfied, does not file a timely appeal, or exhausts the right to appeal. A decision becomes binding on all parties whenever the employee does not file a timely appeal or when a decision is made in the final step and the right to appeal no longer exists.

(+) (5) Employees who believe they have an appropriate grievance shall proceed as

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903: GRIEVANCE PROCEDURE

follows:

- (a) **Step One** – Within five working days of the date of the event giving rise to the grievance, employee shall deliver the written grievance to the Division Manager. The written grievance shall explicitly outline the (1) facts and background of the grievance; (2) alleged violation by management; (3) denied action/resolution. The Division Manager shall, within five working days of receipt of the grievance, meet and discuss the grievance with the employee. The Division Manager shall provide a written response to the grievance within five working days of the meeting. (If the grievance is against the Division Manager, the grievance may be filed with the Department Director.)
- (b) **Step Two** – If the Division Manager’s decision fails to resolve the grievance, the employee may, within five working days of receipt of the Division Manager’s decision, file a written appeal with the Department Director. The Department Director shall, within five working days, meet and discuss the grievance with the employee. Within five working days of this meeting, the Department Director shall provide a written response to the employee. (If the grievance is against the Department Director, or if Step One was handled by the Department Director, the grievance shall be filed with the City Administrator.)
- (c) **Step Three** – Within five working days of receipt of the Department Director’s response, the employee may appeal the decision to the Grievance Panel. The Grievance Panel shall consist of ~~the Mayor,~~ the City Administrator and all Department Directors, or the Department Director’s designated alternate, with the exception of the Department Director involved in the grievance. The Grievance Panel shall hold a hearing within 10 business days of receipt of the appeal, unless the time period is extended by the Grievance Panel for good cause. The Grievance Panel will take the necessary steps to review and investigate the grievance and will issue a written, final and binding decision based upon the majority vote of those Panel members who heard the appeal. If the grievance is filed by the City Administrator, it shall move directly to Step 4.
- (d) **Step Four** – Within five working days of receipt of the Grievance Panel’s response, the employee may appeal the decision to the ~~Administration Committee of the City Council Finance & Business Operations Committee of the City Council.~~ The ~~Administration Committee Finance & Business Operations Committee~~ shall hold a hearing within fifteen business days of receipt of the appeal, unless the time period is extended by the ~~Administration Committee Chair Finance & Business Operations Committee~~ for good cause. The ~~Administration Committee Finance & Business Operations Committee~~

903: GRIEVANCE PROCEDURE

will take the necessary steps to review and investigate the grievance and will issue a written, final, and binding decision.

- (e) **Time frame for City response:** The time frame for the City's response shall normally be five working days unless the City elects to extend the time frame in which to respond. The grieving party will be notified of any necessary time extensions.
- (f) **Closed Session:** The grievance hearing in Step Four may be closed pursuant to Iowa Code § 21.5(1)(i). The closed session will only be held upon an affirmative public vote of either two-thirds of the members of the body or all the members present at a meeting. A closed session may be held only to the extent it is necessary to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

(6) The ~~Finance & Business Operations Department Human Resources Manager~~ will ~~provide coordinate~~-training and support to supervisors, managers, and department directors in dealing with employee grievances. In addition, employees ~~should be~~ are encouraged to consult with the ~~Human Resources Manager Finance & Business Operations Department~~, their supervisors, or other members of management, on a less formal basis regarding employee complaints or disputes when appropriate.

(7) Final decisions on grievances will not be precedent-setting or binding on future grievances unless they are officially stated as City policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

(8) Information concerning an employee grievance is confidential. Supervisors, managers, department directors, and other members of management who investigate a grievance are to discuss it only with those individuals who have a need to know about it or who supply necessary background information or advice.

(9) Time spent by employees in grievance discussions with management during their normal working hours will be considered hours worked for pay purposes.

(10) Employees are not to be penalized for proper use of the grievance procedure. However, it is not considered proper procedure if an employee raises grievances in bad faith or solely for the purpose of delay or harassment, or repeatedly raises ~~meritless-unfounded~~ grievances. Implementation of the grievance procedure by an employee does not limit the right of the City to proceed with any disciplinary action that is not in retaliation for the proper use of the grievance procedure.

903: GRIEVANCE PROCEDURE

(11) The City may, at its discretion, refuse to proceed with any complaint it determines is improper under this policy.

Amended 7/1/06, 6/1/15, 3/1/19, 1/6/20, 12/19/22



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: November 3, 2022
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Basil Reppas
 3212 Panther Lane
 Cedar Falls, IA 50613

\$197.69	August 2022
<u>2.97</u>	2022 (fees)
\$200.66	Total owed

Property address: 2722 College St., CF
 Parcel #8914-24-101-007

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

BASIL REPPAS

TO THE ABOVE-NAMED PERSON(S):	Basil Reppas
PROPERTY DESCRIPTION:	2722 College Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-24-101-007
LEGAL DESCRIPTION OF PROPERTY:	TWENTY EIGHTH STREET ADDITION LOT 46, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 2722 College Street pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **December 19, 2022**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 

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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 2722 COLLEGE STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-24-101-007.

WHEREAS, it was determined that the property located at 2722 College Street, being legally described as TWENTY EIGHTH STREET ADDITION LOT 46, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-24-101-007, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2722 College Street (Parcel ID 8914-24-101-007) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$252.66**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

TWENTY EIGHTH STREET ADDITION LOT 46, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-24-101-007

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

PASSED AND ADOPTED this 19th day of December, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsens, MMC, City Clerk

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

(319) 273-8600

DATE: 9/30/22

TO: BASIL OR JANE REPPAS
3212 PANTHER LANE
CEDAR FALLS, IA 50613

CUSTOMER NO: 847/216063

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	1/30/15	BEGINNING BALANCE			.00
CEMOW	8/29/22	MOWED LAWN ON: 8/26/22	38990	9/28/22	197.69
		PER ORDINANCE 17-246&247			
		LOCATION: 2722 COLLEGE STREET			
		PROFESSIONAL LAWN CARE INV.#18280			\$142.50
		CODE ENFORCEMENT/ADMIN.FEES			\$55.19
CEMOW	8/29/22	MOWED LAWN ON: 8/26/22	38990	9/28/22	197.69
		PER ORDINANCE 17-246&247			
		LOCATION: 2804 COLLEGE STREET			
		PROFESSIONAL LAWN CARE INV.#18280			\$142.50
		CODE ENFORCEMENT/ADMIN.FEES			\$55.19
GFFIN	9/30/22	FINANCE CHARGE-GEN FUND		10/31/22	2.97
GFFIN	9/30/22	FINANCE CHARGE-GEN FUND		10/31/22	2.97
		1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER 30 DAYS			

CURRENT	30 DAYS	60 DAYS	90 DAYS
5.94	395.38		

DUE DATE: 10/31/22

PAYMENT DUE: 401.32
TOTAL DUE: \$401.32

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/30/22 DUE DATE: 10/31/22
CUSTOMER NO: 847/216063

NAME: REPPAS, BASIL OR JANE
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$401.32



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

October 3, 2022

Basil Reppas
3212 Panther Lane
Cedar Falls, IA 50613

Dear Basil Reppas,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 2722 College Street on 8/26/22 for \$197.69, as well as late fees of \$2.97 for a total amount due of \$200.66. **If no payment is received by October 19, 2022, we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 14.

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

(319) 273-8600

TO: BASIL OR JANE REPPAS
3212 PANTHER LANE
CEDAR FALLS, IA 50613

INVOICE NO: 38990
DATE: 8/29/22

CUSTOMER NO: 847/216063

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 8/26/22 PER ORDINANCE 17-246&247 LOCATION: 2722 COLLEGE STREET PROFESSIONAL LAWN CARE INV.#18280 CODE ENFORCEMENT/ADMIN.FEES	197.69	197.69
			\$142.50
			\$55.19
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			\$142.50
			\$55.19

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

TOTAL DUE: \$395.38

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/29/22 DUE DATE: 9/28/22
CUSTOMER NO: 847/216063

NAME: REPPAS, BASIL OR JANE
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 38990
TERMS: NET 30 DAYS

AMOUNT: \$395.38



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 8/17/2022 Case # 22-0703-GRSS
PROPERTY RESIDENT: Unkown
PROPERTY ADDRESS: 2722 College St

Property Owner Name: Basil Reppas
Property Owner Address: 3212 Panther Ln
Cedar Falls, IA 50613

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

TWENTY EIGHTH STREET ADDITION LOT 46

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 8/24/2022, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: Grass and weeds on the property have been measured and are exceeding 8 inches. There are also weeds, volunteer trees, brushes around the property that need to be removed. If the property is not brought into compliance after the seven days, the City will mow and/or remove weeds, volunteer trees and brushes from the property to bring it into compliance.

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

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

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

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	8/24/2022

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

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

CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray
Code Enforcement















Beacon™ Black Hawk County, IA

Summary

Parcel ID 891424101007
Alternate ID
Property Address 821 W 28TH ST
 2722 COLLEGE ST
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description TWENTY EIGHTH STREET ADDITION LOT 46
 (Note: Not to be used on legal documents)
Deed Book/Page [2012-002063 \(8/3/2011\)](#)
Contract Book/Page
Gross Acres 0.00
Net Acres 0.00
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-24

Owner information

Deed
 ARKADIA PROPERTIES LLC
 3212 PANTHER LN
 CEDAR FALLS IA 50613

Mail To
 REPPAS, BASIL
 3212 PANTHER LN
 CEDAR FALLS IA 50613

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 107.00 x 73.00
Lot Area 0.18 Acres; 7,811 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling
Occupancy Two-Family Duplex
Style 1 Story Frame
Architectural Style N/A
Year Built 1961
Exterior Material Vinyl
Total Gross Living Area 1,232 SF
Attic Type None;
Number of Rooms 6 above; 0 below
Number of Bedrooms 2 above; 0 below
Basement Area Type Full
Basement Area 1,232
Basement Finished Area 1,075 - Living Qtrs. (Multi)
Plumbing 4 Standard Bath - 3 Fi; 1 Sink;
Central Air Yes
Heat Yes
Fireplaces
Porches
Decks
Additions
Garages

Permits

Permit #	Date	Description	Amount
CF 25285	12/06/2013	Roof	6,461
CF HA 0008	08/30/2006	A/C	0
CF #25	07/08/1996	Bsmt Finish	3,000
CF #26	07/08/1996	Bsmt Finish	3,000

Valuation

	2022	2021	2020	2019	2018
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$27,730	\$27,730	\$22,530	\$22,530	\$22,530
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$132,860	\$132,860	\$115,530	\$115,530	\$103,980
= Gross Assessed Value	\$160,590	\$160,590	\$138,060	\$138,060	\$126,510
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$160,590	\$160,590	\$138,060	\$138,060	\$126,510

Taxation

	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020
+ Taxable Land Value	\$15,010	\$12,709	\$12,408	\$12,824
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$71,917	\$65,170	\$63,627	\$59,183
= Gross Taxable Value	\$86,927	\$77,879	\$76,035	\$72,007
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$86,927	\$77,879	\$76,035	\$72,007
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094	32.53716
= Gross Taxes Due	\$3,000.35	\$2,570.66	\$2,519.87	\$2,342.90
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$3,000.35	\$2,570.66	\$2,519.87	\$2,342.90

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$1,500	No		453643
	September 2022	\$1,500	Yes	9/26/2022	
2020	March 2022	\$1,285	Yes	3/25/2022	336087
	September 2021	\$1,285	Yes	9/24/2021	
2019	March 2021	\$1,260	Yes	3/31/2021	221046
	September 2020	\$1,260	Yes	10/1/2020	
2018	March 2020	\$1,171	Yes	4/29/2020	069775
	September 2019	\$1,171	Yes	11/20/2019	
2018	March 2020	\$0	No		069775
	September 2019	\$35	Yes	11/20/2019	
2017	March 2019	\$4	Yes	4/16/2019	069775
	September 2018	\$0	No		
2017	March 2019	\$18	Yes	4/16/2019	069775
	September 2018	\$0	No		
2017	March 2019	\$1,169	Yes	4/16/2019	069775
	September 2018	\$1,169	Yes	9/28/2018	
2016	March 2018	\$1,194	Yes	3/28/2018	069775
	September 2017	\$1,194	Yes	10/4/2017	

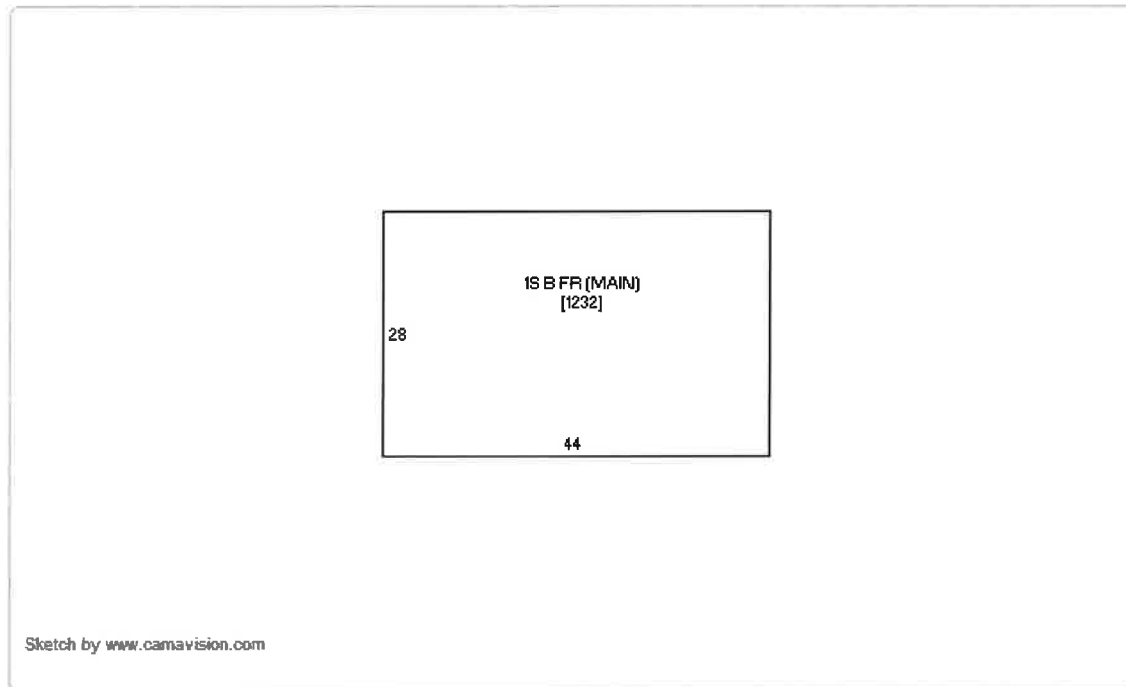
Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

Photos



Sketches



Map



Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From:

11/03/2019

To:

11/03/2022

Sales by Neighborhood

Sales by Subdivision

1500

Feet



Sales by Distance

No data available for the following modules: Sales, Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Exemptions, Tax Sale Certificate, Special Assessments.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

[User Privacy Policy](#)

[GDPR Privacy Notice](#)



Last Data Upload: 11/3/2022, 8:06:21 AM

Version 2.3.228



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: November 3, 2022
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Basil Reppas
3212 Panther Lane
Cedar Falls, IA 50613

\$197.69 August 2022
2.97 2022 (fees)
\$200.66 Total owed

Property address: 2804 College St., CF
Parcel #8914-24-102-001

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

BASIL REPPAS

TO THE ABOVE-NAMED PERSON(S):	Basil Reppas
PROPERTY DESCRIPTION:	2804 College Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-24-102-001
LEGAL DESCRIPTION OF PROPERTY:	TWENTY EIGHTH STREET ADDITION LOT 45, Cedar Falls, Black Hawk County, Iowa.


YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 2804 College Street pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **December 19, 2022.**

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 2804 COLLEGE STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-24-102-001

WHEREAS, it was determined that the property located at 2804 College Street, being legally described as TWENTY EIGHTH STREET ADDITION LOT 45, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-24-102-001, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2804 College Street (Parcel ID 8914-24-102-001) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$252.66**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

TWENTY EIGHTH STREET ADDITION LOT 45, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-24-102-001

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

PASSED AND ADOPTED this 19th day of December, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

(319) 273-8600

DATE: 9/30/22

TO: BASIL OR JANE REPPAS
3212 PANTHER LANE
CEDAR FALLS, IA 50613

CUSTOMER NO: 847/216063

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	1/30/15	BEGINNING BALANCE			.00
CEMOW	8/29/22	MOWED LAWN ON: 8/26/22	38990	9/28/22	197.69
		PER ORDINANCE 17-246&247			
		LOCATION: 2722 COLLEGE STREET			
		PROFESSIONAL LAWN CARE INV.#18280			\$142.50
		CODE ENFORCEMENT/ADMIN.FEES			\$55.19
CEMOW	8/29/22	MOWED LAWN ON: 8/26/22	38990	9/28/22	197.69
		PER ORDINANCE 17-246&247			
		LOCATION: 2804 COLLEGE STREET			
		PROFESSIONAL LAWN CARE INV.#18280			\$142.50
		CODE ENFORCEMENT/ADMIN.FEES			\$55.19
GFFIN	9/30/22	FINANCE CHARGE-GEN FUND		10/31/22	2.97
GFFIN	9/30/22	FINANCE CHARGE-GEN FUND		10/31/22	2.97
		1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER			
		30 DAYS			
		CURRENT	30 DAYS	60 DAYS	90 DAYS
		5.94	395.38		

DUE DATE: 10/31/22

PAYMENT DUE: 401.32
TOTAL DUE: \$401.32

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/30/22 DUE DATE: 10/31/22
CUSTOMER NO: 847/216063

NAME: REPPAS, BASIL OR JANE
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$401.32



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

October 3, 2022

Basil Reppas
3212 Panther Lane
Cedar Falls, IA 50613

Dear Basil Reppas,

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

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read 'Andrea Ludwig'. The signature is fluid and cursive, with a large loop at the beginning.

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 15.

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

(319) 273-8600

TO: BASIL OR JANE REPPAS
3212 PANTHER LANE
CEDAR FALLS, IA 50613

INVOICE NO: 38990
DATE: 8/29/22

CUSTOMER NO: 847/216063

TYPE: MS - MISCELLANEOUS

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30 DAYS

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DATE: 8/29/22 DUE DATE: 9/28/22
CUSTOMER NO: 847/216063

NAME: REPPAS, BASIL OR JANE
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 38990
TERMS: NET 30 DAYS

AMOUNT: \$395.38

72



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 8/17/2022 Case # 22-0704-GRSS
PROPERTY RESIDENT: Unkown
PROPERTY ADDRESS: 2804 College St

Property Owner Name: Basil Reppas
Property Owner Address: 3212 Panther Ln
Cedar Falls, IA 50613

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(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	8/24/2022

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

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

CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray
Code Enforcement



















Beacon™ Black Hawk County, IA

Summary

Parcel ID 891424102001
Alternate ID
Property Address 2806 COLLEGE ST
 2804 COLLEGE ST
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description TWENTY EIGHTH STREET ADDITION LOT 45
 (Note: Not to be used on legal documents)
Deed Book/Page [2012-002063 \(8/3/2011\)](#)
Contract Book/Page
Gross Acres 0.00
Net Acres 0.00
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-24

Owner information

Deed
[ARKADIA PROPERTIES LLC](#)
 3212 PANTHER LN
 CEDAR FALLS IA 50613

Mail To
[REPPAS, BASIL](#)
 3212 PANTHER LN
 CEDAR FALLS IA 50613

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 136.00 x 73.00
Lot Area 0.23 Acres; 9,928 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling
Occupancy Two-Family Duplex
Style 1 Story Frame
Architectural Style N/A
Year Built 1967
Exterior Material Vinyl
Total Gross Living Area 1,632 SF
Attic Type None;
Number of Rooms 8 above; 0 below
Number of Bedrooms 4 above; 0 below
Basement Area Type Full
Basement Area 1,632
Basement Finished Area 1,450 - Minimal Finish
Plumbing 4 Standard Bath - 3 Fi; 1 Sink;
Central Air Yes
Heat Yes
Fireplaces
Porches
Decks
Additions
Garages

Permits

Permit #	Date	Description	Amount
CF HA 00651	10/17/2017	Furnace	0
CF #520	01/25/1996	Bsmt Finish	4,500

Valuation

	2022	2021	2020	2019	2018
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$29,380	\$29,380	\$23,870	\$23,870	\$23,870
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$144,120	\$144,120	\$125,320	\$125,320	\$112,790
= Gross Assessed Value	\$173,500	\$173,500	\$149,190	\$149,190	\$136,660
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$173,500	\$173,500	\$149,190	\$149,190	\$136,660

Taxation

	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020
+ Taxable Land Value	\$15,903	\$13,465	\$13,146	\$13,586
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$78,012	\$70,692	\$69,019	\$64,198
= Gross Taxable Value	\$93,915	\$84,157	\$82,165	\$77,784
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$93,915	\$84,157	\$82,165	\$77,784
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094	32.53716
= Gross Taxes Due	\$3,241.54	\$2,777.89	\$2,723.03	\$2,530.87
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$3,241.54	\$2,777.89	\$2,723.03	\$2,530.87

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$1,621	No		453656
	September 2022	\$1,621	Yes	9/26/2022	
2020	March 2022	\$1,389	Yes	3/25/2022	326168
	September 2021	\$1,389	Yes	9/24/2021	
2019	March 2021	\$1,362	Yes	3/31/2021	259441
	September 2020	\$1,362	Yes	10/1/2020	
2018	March 2020	\$0	No		069786
	September 2019	\$38	Yes	11/20/2019	
2018	March 2020	\$1,265	Yes	4/29/2020	069786
	September 2019	\$1,265	Yes	11/20/2019	
2017	March 2019	\$4	Yes	4/16/2019	069786
	September 2018	\$0	No		
2017	March 2019	\$19	Yes	4/16/2019	069786
	September 2018	\$0	No		
2017	March 2019	\$1,263	Yes	4/16/2019	069786
	September 2018	\$1,263	Yes	9/28/2018	
2016	March 2018	\$1,290	Yes	3/28/2018	069786
	September 2017	\$1,290	Yes	10/4/2017	

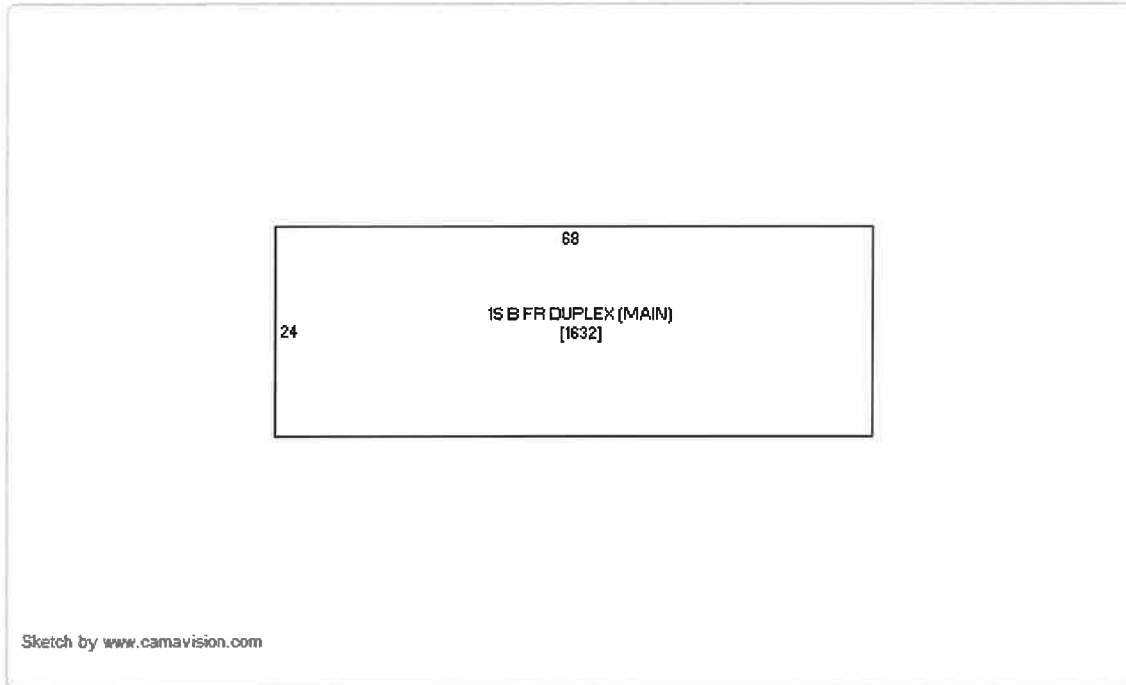
Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

Photos



Sketches



Map



Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From:

11/03/2019

To:

11/03/2022

Sales by Neighborhood

Sales by Subdivision

1500

Feet 

Sales by Distance

No data available for the following modules: Sales, Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Exemptions, Tax Sale Certificate, Special Assessments.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

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Version 2.3.228



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: November 3, 2022
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Ruth Walker
2208 Coventry Lane
Cedar Falls, IA 50613

\$145.44 July 2022
2.18 2022 (fees)
\$147.62 Total owed

Property address: 2208 Coventry Ln., CF
Parcel #8914-11-354-008

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

RUTH WALKER

TO THE ABOVE-NAMED PERSON(S): Ruth Walker

PROPERTY DESCRIPTION: 2208 Coventry Lane, Cedar Falls, Iowa
Black Hawk County Parcel #8914-11-354-008

LEGAL DESCRIPTION OF PROPERTY: HEARTHSIDE ADDITION LOT 167,
Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 2208 Coventry Lane pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **December 19, 2022**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 2208 COVENTRY LANE, CEDAR FALLS, IOWA, PARCEL ID 8914-11-354-008

WHEREAS, it was determined that the property located at 2208 Coventry Lane, being legally described as HEARTHSIDE ADDITION LOT 167, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-354-008, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2208 Coventry Lane (Parcel ID 8914-11-354-008) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of \$199.62, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

HEARTHSIDE ADDITION LOT 167, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-354-008

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

PASSED AND ADOPTED this 19th day of December, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsens, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

October 3, 2022

Ruth Walker
2208 Coventry Lane
Cedar Falls, IA 50613

Dear Ruth Walker,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 7/29/22 for \$145.44, as well as late fees of \$2.18 for a total amount due of \$147.62. **If no payment is received by October 19, 2022, we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig". The signature is written in a cursive style with a large initial "A".

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 16.

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

(319) 273-8600

TO: RUTH WALKER
2208 COVENTRY LANE
CEDAR FALLS, IA 50613

INVOICE NO: 38971
DATE: 8/04/22

CUSTOMER NO: 4118/4118

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 7/29/22 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#18189 CODE ENFORCEMENT/ADMIN.FEES	145.44	145.44
			\$95.00
			\$50.44

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

TOTAL DUE: \$145.44

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/04/22 DUE DATE: 9/05/22 NAME: WALKER, RUTH
CUSTOMER NO: 4118/4118 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 38971
TERMS: NET 30 DAYS

AMOUNT: \$145.44



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 7/21/2022 Case # 22-0638-GRSS
PROPERTY RESIDENT: Ruth Walker
PROPERTY ADDRESS: 2208 Coventry Ln

Property Owner Name: Ruth Walker
Property Owner Address: 2208 Coventry Ln
Cedar Falls, IA 50613

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

HEARTHSIDE ADDITION LOT 167

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 7/28/2022, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8 inch maximum height allowance. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

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

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

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

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	7/28/2022

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

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

CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray
Code Enforcement















Beacon™ Black Hawk County, IA

Summary

Parcel ID 891411354008
Alternate ID
Property Address 2208 COVENTRY LN
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description HEARTHSIDE ADDITION LOT 167
 (Note: Not to be used on legal documents)
Deed Book/Page CLD-622-428 (9/11/1991)
Contract Book/Page
Gross Acres 0.00
Net Acres 0.00
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-77

Owner information

Deed
WALKER, RUTH
 2208 COVENTRY LN
 CEDAR FALLS IA 50613

Mail To
WALKER, RUTH
 2208 COVENTRY LN
 CEDAR FALLS IA 50613

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/6/1991			622-428	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$93,900.00
6/6/1990			613-103	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$88,500.00
9/19/1988			601-939	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$75,000.00
3/29/1984			572-720	SALE BY LENDING INSTITUTION OF PROPERTY ACQUIRED AS RESULT OF ... - PRIOR 09	Deed		\$9,500.00

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 69.00 x 120.00
Lot Area 0.19 Acres; 8,280 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling
Occupancy Single-Family / Owner Occupied
Style 1 Story Frame
Architectural Style N/A
Year Built 1984
Exterior Material Vinyl
Total Gross Living Area 1,371 SF
Attic Type None;
Number of Rooms 6 above; 0 below
Number of Bedrooms 3 above; 0 below
Basement Area Type Full
Basement Area 1,371
Basement Finished Area 800 - Living Qtrs. (Multi)
Plumbing 1 Standard Bath - 3 Fi; 1 Shower Stall Bath -3; 1 Toilet Room (1/2 Bat;
Central Air Yes
Heat Yes
Fireplaces 1 Prefab;
Porches 1S Frame Open (33 SF);
Decks Wood Deck (224 SF);
Additions
Garages 624 SF - Att Frame (Built 1984);

Permits

Permit #	Date	Description	Amount
CF 18467	10/12/2010	Roof	9,010.00

104

Valuation

	2022	2021	2020	2019	2018
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$44,250	\$44,250	\$29,500	\$29,500	\$29,500
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$173,350	\$173,350	\$173,350	\$173,350	\$162,010
= Gross Assessed Value	\$217,600	\$217,600	\$202,850	\$202,850	\$191,510
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$217,600	\$217,600	\$202,850	\$202,850	\$191,510

Taxation

	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020
+ Taxable Land Value	\$23,953	\$16,641	\$16,247	\$16,791
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$93,835	\$97,786	\$95,471	\$92,213
= Gross Taxable Value	\$117,788	\$114,427	\$111,718	\$109,004
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$117,788	\$114,427	\$111,718	\$109,004
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094	32.53716
= Gross Taxes Due	\$4,065.54	\$3,777.05	\$3,702.44	\$3,546.68
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	(\$167.40)	(\$160.09)	(\$160.73)	(\$157.81)
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$3,898.14	\$3,616.96	\$3,541.71	\$3,388.87

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$1,949	No		435755
	September 2022	\$1,949	Yes	9/29/2022	
2020	March 2022	\$1,808	Yes	3/3/2022	372773
	September 2021	\$1,808	Yes	8/31/2021	
2019	March 2021	\$0	No		274253
	September 2020	\$4	Yes	4/7/2021	
2019	March 2021	\$27	Yes	4/7/2021	274253
	September 2020	\$0	No		
2019	March 2021	\$1,771	Yes	4/7/2021	274253
	September 2020	\$1,771	Yes	9/30/2020	
2018	March 2020	\$1,694	Yes	4/7/2020	064780
	September 2019	\$1,694	Yes	9/26/2019	
2017	March 2019	\$1,689	Yes	4/1/2019	064780
	September 2018	\$1,689	Yes	10/1/2018	
2016	March 2018	\$1,727	Yes	3/30/2018	064780
	September 2017	\$1,727	Yes	9/25/2017	

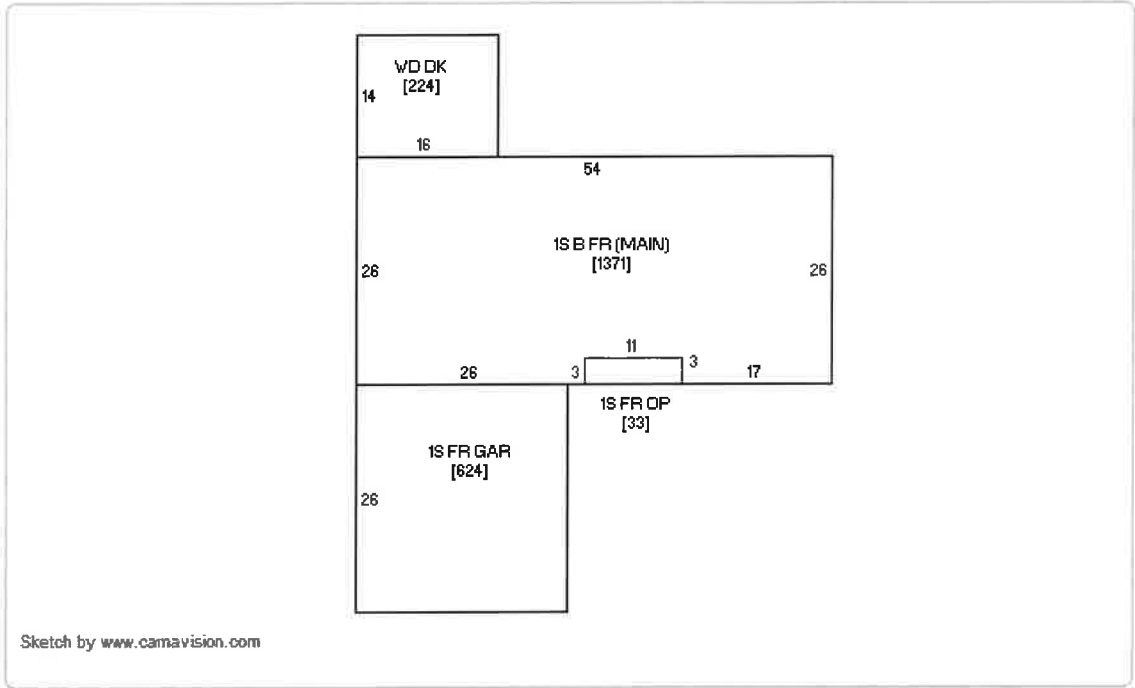
Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

Photos



Sketches



Map



Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From:

11/03/2019

To:

11/03/2022

Sales by Neighborhood

Sales by Subdivision

1500

Feet ▼

Sales by Distance

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Exemptions, Tax Sale Certificate, Special Assessments.

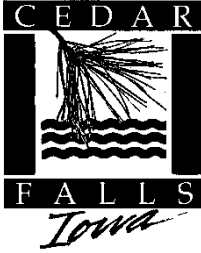
The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)



Last Data Upload: 11/3/2022, 8:06:21 AM

Version 2.3.228



DEPARTMENT OF ADMINISTRATIVE SERVICES

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

MEMORANDUM

Finance / Public Records Division

TO: Honorable Mayor and City Council
FROM: Jacque Danielsen, MMC, City Clerk
DATE: December 12, 2022
SUBJECT: City Code Supplements

Municode, LLC (subsidiary of CivicPlus, LLC) has been providing updates to the City's Code of Ordinances with quarterly code supplements since recodification of the Code in 2019. Municode has informed us that they will be transitioning to an annual subscription fee in 2023 instead of billing for each code supplement. There are no other changes in the services being provided and the Code will continue to be supplemented on a quarterly basis. In reviewing previous invoices for supplements, the proposed annual subscription fee is in line with the average total annual cost of the quarterly invoices. The transition will happen in the next year regardless of whether we transition earlier or not, but they are providing a 20% discount for 2023 if we sign on before the end of the year.

The City Attorney has reviewed the attached Statement of Work (SOW) and amended Master Services Agreement (MSA), and I am recommending that City Council approve the same. Please let me know if you have any questions regarding this matter. Thank you.



CivicPlus

Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the client entity identified on the SOW (“Client”). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client’s Services, as defined in the SOW (“Project Development”), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services (“Annual Recurring Services”) in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW’s contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'

personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online

CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>). After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance

of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement .

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Client.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client’s continued use of the Services following such updates constitutes Client’s acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.



Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and Cedar Falls, IA. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

- 1. ADDITIONAL TERMS
2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Table with 2 columns: Document and Section, Amended Language. Row 1: MSA § 31, This section intentionally omitted. Row 2: MSA § 48, CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed three times the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name: Robert M. Green

Name:

Title: Mayor

Title:

Date:

Date:


CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-28723-1

Date:

8/29/2022 9:44 AM

Expires On:

12/31/2022

Client:

Cedar Falls IA - Code and Supp

Bill To:

Cedar Falls IA - Code and Supp

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lafaye Kiely	x	lkiely@civicplus.com		Net 30

QTY	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Full-Service Supplementation Subscription	Renewable	USD 6,208.00
1.00	Year 1 Annual Fee Discount	Renewable	USD -1,241.60
1.00	Print Supplementation will begin with the ordinances received from the municipality on a quarterly basis.	Renewable	USD 0.00
1.00	Printed Copies and Freight Included- 40 copies	Renewable	USD 0.00
Annual Recurring Supplement Services		6,208.00	

1. This Statement of Work ("SOW") is between the Cedar Falls Iowa ("Client") and Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC (collectively, the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. At any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to CivicPlus, upon giving written notice to the Client. In the event of such assignment by Municode, CivicPlus shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.
3. This SOW shall remain in effect for an initial term ("Initial Term") starting at signing and running through the following Renewal Date (as defined below). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
4. If Client elects, by selecting the "Start at Signing" option below, the Initial Term's Annual Recurring Supplement Services will be invoiced upon the signing of this SOW and may be prorated to align with Client's Renewal Date. If Client elects, by selecting the "Start at Renewal Date" option below, the Initial Term's Annual Recurring Supplement Services will be invoiced upon the Renewal Date and Client shall continue to be billed at their current per page rate and use terms

set for the in the original supplements agreement between Client and Municode. The full Annual Recurring Supplement Services shall be invoiced each Renewal Date and shall be subject to a 5% annual increase each Renewal Term, starting on the second anniversary of the Renewal Date. Client will pay all invoices within 30 days of the date of such invoice. Additional services added throughout the Term will be pro-rated then added to the Annual Recurring Services fee.

5. If Client signs this SOW in 2022, Client will receive a 20% discount on the first twelve months of service.

6. Annual Recurring Supplement Services does NOT include:
 - Additional copies, reprints, binders and tab orders;
 - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
 - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
 - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
 - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
 - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
 - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
 - Online Code hosting and online features.

7. Client acknowledges that Service Provider may continually develop, alter, deliver, and provide to the Client ongoing innovation to the services, in the form of new features, functionality, and efficiencies. Accordingly, Service Provider reserves the right to modify the services from time to time. Any modifications or improvements to the services listed on the SOW will be provided to the Client at no additional charge. In the event that Service Provider creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay Service Provider the appropriate fee for the access to and use of the New Services.

8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the Parties following execution of this SOW and acknowledges Service Provider shall not begin work under this SOW until all necessary documentation, materials and communication is received.

9. Client acknowledges Service Provider reserves the right to ship and close out any project if no feedback to the proofs is received within 45 days.

10. Client acknowledges Service Provider does not permanently retain prior versions of the Client's legal code or any other work product.

11. Additional services, including but not limited to additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the Parties.

12. Client acknowledges that Service Provider may provide legal analysis through codification, recodification or legal review services. Unless indicated otherwise, information sent via Internet email or through our websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is

provided to Client's legal counsel for their use and direction. However, Client agrees the services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Client's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-client relationship. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney.

13. The Parties agree that Section 15 of the MSA shall not apply to public interpretation of legal code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

14. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

15. The Annual Recurring Supplement Services fee quoted in this SOW is exclusive of Client's existing annual fees, which may include, without limitation, Online Hosting Annual Fees, OrdBank, OrdLink, MuniDocs, SLR Linking, or other annual fee ("Existing Annual Fees"). Client understands and agrees the Existing Annual Fees will be invoiced by CivicPlus in their current renewal month previously established with Municode unless specifically added to this SOW in a line item above.

CLIENT TO FILL OUT THE FOLLOWING SECTION. PLEASE DO NOT LEAVE BLANK:

Client's selected billing renewal month (the "Renewal Date") shall be:
_____ **(As set forth in Section 4 of this SOW)**

Client must select ONE of the following options. If this section is left blank or both options are selected, the Annual Recurring Supplement Services will Start at Signing.

	Start at Signing – As set forth in Section 4 of this SOW, by selecting this option, Client agrees to start the Annual Recurring Supplement Services upon signing this SOW, such fee to be prorated to align with Clients' selected Renewal Date. For the sake of clarity, upon signing Client will only be billed the "per page rate" model for items not included in the Annual Recurring Supplement rate as set forth in Section 6 of this SOW.
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	Start at Renewal Date - As set forth in Section 4 of this SOW, by selecting this option, Client agrees to continue paying the "per page rate" model previously billed with Municode until the first Renewal Date, as notated by Client above. Upon the first Renewal Date, Client will be invoiced the total Annual Recurring Supplement Services.
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Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:
Robert M. Green

Name:

Title:
Mayor

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization City of Cedar Falls URL

Street Address 220 Clay Street

Address 2

City: Cedar Falls State: Iowa Postal Code: 50613

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone 319-273-8600

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact: Jacqué Danielsén, E-Mail
Jacqué.danielsen@cedarfalls.com

Phone: 319-273-8600 Ext. Fax: 319-268-5126

Billing Address: 220 Clay Street

Address 2

City: Cedar Falls State: IA Postal Code:

50613

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y or N -X

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5528
Fax: 319-273-8656
www.cedarfalls.com

MEMORANDUM***Recreation & Community Programs Division***

TO: Honorable Mayor Robert Green and City Council

FROM: Mike Soppe, Manager

DATE: December 12, 2022

SUBJECT: Tai Chi Contract

Attached you will find the Professional Goods and Services Agreement with Elise Bovy and the Northeast Iowa Area Agency on Aging. They are planning on teaching an introductory Tai Chi course at the Rec Center. They have previously been instructing this class at the Community Center.

This class come highly recommended. The Recreation & Community Programs Manager recommends approving this contract.

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 (PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Elise Bovy with Northeast Iowa Area Agency on Aging ("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 "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

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

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

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end by Summer of 2023 unless earlier terminated under the terms of this Agreement.

5.2 The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

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

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

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

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

City: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

Contractor:
Name: Northeast Iowa Area Agency on Aging with
Elise Bovy
Title: Aging Specialist-Nutrition
Address: 3840 W 9th St. Waterloo, IA 50702

Telephone: 319-231-6798
Email: ebovy@nei3a.org

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

CONTRACTOR

(Name of Contractor) Elise Bovy and Northeast Iowa Area Agency on Aging

By: Elise Bovy

Its: Aging Specialist-Nutrition

Date: 11/1/2022

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A*Scope of Services*

To instruct beginner Tai Chi for a class of 10-20 participants at the Rec Center. This class is an eight-week course that meets twice a week for an hour and a half during the day. The class will be offered a few times a year, as scheduled by the Rec staff. Courses are anticipated primarily in the Fall, Winter and Spring. Classes will be held in Multi-Purpose at the Rec.

Exhibit B*Payment*

No fee will be charged to Rec members. This is a class that would be free to members of the Rec. Non members would pay a \$60 registration fee. The City would retain all this cost to cover the registration and use of the facility. Class participants sign up for the class by registering online or calling the Rec. The City uses Civic Rec to track enrollment and will generate a report of participants enrolled in the class. The City will provide the Contractor a room, advertises on behalf of the class, and handle registering participants.



CERTIFICATE OF LIABILITY INSURANCE

DATE (Item 18)
9/29/2022

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

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


PRODUCER The Accel Group LLC 301 Oak Ridge Circle Waverly, IA 50677	CONTACT NAME: PHONE (A/C, No, Ext): (319) 352-2880 FAX (A/C, No): (319) 365-6919 E-MAIL ADDRESS: certs@acceladvantage.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Philadelphia Ins. Companies 23850
INSURED Northeast Iowa Area Agency on Aging, Inc PO Box 107 Decorah, IA 52101	INSURER B : SFM Mutual Insurance Co. 11347
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR 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:	<input checked="" type="checkbox"/>		PHPK2222519	1/1/2022	1/1/2023	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	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							PROFESSIONAL LI	\$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2222519	1/1/2022	1/1/2023	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB751875	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	94814.105	1/1/2022	1/1/2023	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Cedar Falls	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.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b)** The construction, erection, or removal of elevators; or
 - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1)** The insurance afforded the vendor does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS, Paragraph 14.b.** is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS, Paragraph 14.** is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Designated Additional Insured Iowa Governmental Immunity Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED
IOWA GOVERNMENTAL IMMUNITY ENDORSEMENT

MANUSCRIPT 373 (10/19)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured:
The State of Iowa

Solely with respect to the Additional Insured shown in the SCHEDULE above and the coverage to which this insurance applies, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to

include the following additional conditions which supersede any other provisions to the contrary:

Governmental Immunities

1. Non-Waiver of Governmental Immunity

We expressly agree that the purchase of this insurance and the inclusion of the Additional Insured shown in the endorsement SCHEDULE does not waive any of the defenses of governmental immunity available to such Additional Insured under Code of Iowa Section 670.4 as now or hereafter amended.

2. Claims Coverage

We further agree that this insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as now or hereafter amended. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this policy.

3. Assertion of Governmental Immunity

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The Additional Insured shown in the endorsement SCHEDULE shall be responsible for asserting any defense of governmental immunity, and:

- a. May do so at any time; and
- b. Shall do so upon our timely written request.

Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the Additional Insured shown in the endorsement SCHEDULE.

4. Non-Denial of Coverage

We shall not deny:

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- a. Coverage under this insurance; or
- b. Any of the rights and benefits accruing to the Additional Insured shown in the endorsement

SCHEDULE under this policy,

For reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in

favor of the defense(s) of governmental immunity asserted by the Additional Insured shown in the endorsement SCHEDULE.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other policy terms and conditions remain unchanged by the above preservation of governmental immunities.

All other terms and conditions of this Policy remain unchanged.



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: December 12, 2022
SUBJECT: Assignment & Assumption Agreement: Orion Cedar Falls IA, LLC.

On July 25, 2011, the City and Ryan Companies US, Inc. entered into an Agreement for Private Development pertaining to a new professional office development at 1100 Technology Parkway. The agreement allowed for the transfer of a 7.4-acre city-owned lot to Ryan Companies US, Inc. in exchange for constructing a new 45,000 square foot office building with a taxable building valuation of \$5,625,000. The Agreement included standard terms and conditions, which include prohibiting the sale of property and assignment of the Agreement without the written approval of the City of Cedar Falls. This language is included to allow the City to review these proposed ownership transfers and insure compliance with the terms of the Agreement.

Since the time of the original agreement, the property has changed hands several times, with the current owner being Orion Cedar Falls IA, LLC. The owner recently listed the property for sale, as the building currently has no tenant. Reel Deal Holdings, LLC, has agreed to purchase the property from Orion Cedar Falls IA, LLC. For the past few weeks, staff has been working with legal counsel representing the seller and buyer and City Attorney Kevin Rogers to prepare the applicable Assignment and Assumption Agreement necessary to allow this transaction to proceed.

The attached Assignment and Assumption Agreement has been reviewed and approved by all parties. The obligations pertaining to building and development requirements have been satisfied and the new ownership group (Reel Deal Holdings, LLC) will assume any and all ongoing obligations applicable in the Agreement for Private Development until the termination date. These primary ongoing obligations include minimum assessed valuations as applicable, payment of property taxes, and property maintenance.

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

1. Resolution approving and authorizing execution of an Assignment and Assumption Agreement by and among the City of Cedar Falls, Iowa; Orion Cedar Falls IA, LLC; and Reel Deal Holdings, LLC.

If you have any questions pertaining to this project, please let me know.

xc: Ron Gaines, PE, City Administrator

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is made effective as of the ____ day of _____, 2022, by and among the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"); ORION CEDAR FALLS IA, LLC, a Delaware limited liability company (hereinafter called the "Developer"); and REEL DEAL HOLDINGS, LLC, an Iowa limited liability company (hereinafter called the "Transferee"), having an office for the transaction of business at 8900 Beaver Valley Road, Cedar Falls, Iowa 50613.

WHEREAS, the City and Developer's predecessor-in-interest, RYAN COMPANIES US, INC. ("Ryan"), entered into that certain Agreement for Private Development (hereinafter the "Agreement for Private Development"), on the 25th day of July, 2011, pursuant to which Agreement the City conveyed the following real estate to Ryan:

Lot 10, Lot 11, Lot 12 except the East one hundred twenty (120.00) feet in even width thereof, and Lot 16 except the East one hundred twenty (120.00) feet in even width thereof, all in Cedar Falls Technology Park Phase II in the City of Cedar Falls, Iowa

(hereinafter the "Development Property"); and

WHEREAS, Ryan agreed to certain terms and conditions in exchange for conveyance of the Development Property by the City to Ryan, including execution of a Minimum Assessment Agreement (hereinafter the "Minimum Assessment Agreement") relating to the assessed value of the Development Property for the period ending December 31, 2024; and

WHEREAS, Developer is the successor-in-interest to Ryan; and

WHEREAS, the Agreement for Private Development placed certain restrictions and conditions upon any transfer of the Development Property and any assignment of said Agreement, including, but not limited to, the following provisions:

- a. Developer may not make any sale or conveyance of the Development Property or of the Agreement for Private Development without the prior written approval of the City (Section 7.2(a) of said Agreement);

- b. The proposed transferee must have the qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Developer under the Agreement for Private Development, as determined by the City (Section 7.2(b)(1) of said Agreement);
- c. The proposed transferee must agree in writing to assume all of the obligations of the Developer under the Agreement for Private Development, and shall agree to be subject to all conditions and restrictions to which the Developer is subject under the Agreement for Private Development (Section 7.2(a)(2) of said Agreement);
- d. There shall be submitted to the City for its review all instruments and documents involving the transfer (Section 7.2(a)(3) of said Agreement); and
- e. Neither the assignment of the Agreement for Private Development or the transfer of the Development Property, nor the approval thereof by the City, relieves the Developer of its obligations under said Agreement (Section 7.2, last unnumbered paragraph of said Agreement); and

WHEREAS, Developer proposes to convey the Development Property to the Transferee and assign the Agreement for Private Development to the Transferee, the Transferee is willing to assume all of the obligations of the Developer under the Agreement for Private Development, and agrees to be subject to all of the conditions and restrictions to which the Developer is subject under said Agreement, and the Developer understands and acknowledges that approval of the transfer of the Development Property and the assignment of said Agreement to Transferee by the City does not relieve Developer of its obligations under said Agreement, the parties have reached agreement thereon, and now desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Assignment of Agreement for Private Development. Developer hereby assigns and transfers the Agreement for Private Development to Transferee, and the City hereby consents to the assignment of said Agreement on the terms and conditions stated herein. Developer hereby acknowledges and agrees that it is a successor-in-interest to Ryan with respect to the Agreement for Private Development, the Minimum Assessment Agreement, and the Development Property, and is bound by the terms of such Agreements. Furthermore, the parties hereby waive and release any and all claims or demands that any prior transaction related to the Agreement for Private Development, the Minimum Assessment Agreement or the Development Property in any way affects Developer's status as successor-in-interest to Ryan.

2. Conveyance of Development Property. Developer hereby agrees to transfer and convey the Development Property to Transferee by special warranty deed, and City hereby consents to said conveyance and transfer on the terms stated herein.

3. Assumption of Obligations of Agreement. Transferee hereby agrees to assume all of the obligations of the Developer under the Agreement for Private Development between Developer and the City, and of the Minimum Assessment Agreement, and further agrees to be subject to all conditions and restrictions to which the Developer is subject under the Agreement

for Private Development, including the provisions of the Minimum Assessment Agreement, and to perform all of the terms, conditions and provisions which the Developer is required and obligated to perform under both of such Agreements. Transferee hereby acknowledges receipt of a true copy of the Agreement for Private Development and all exhibits referred to therein, together with the Minimum Assessment Agreement referred to therein.

4. Continued Liability of Developer. Developer understands that neither the transfer and conveyance of the Development Property nor the assignment of the Agreement for Private Development, nor the approval thereof by the City, relieves Developer of its obligations under the Agreement for Private Development or the Minimum Assessment Agreement. Developer hereby agrees that Developer is and shall continue to be fully liable to the City for the performance of all of the obligations of the Developer as set forth in the Agreement for Private Development, and the Minimum Assessment Agreement referred to in the Agreement for Private Development, until the Termination Date set forth in the Agreement for Private Development, namely, December 31, 2024.

5. Instruments and Documents Involving the Transfer. Developer and Transferee agree to furnish the City with a true and correct copy of all executed documents and instruments involving the transfer of the Development Property to Transferee, promptly upon completion of the closing of said conveyance.

6. Notices. Developer, Transferee and City agree that any notice required or permitted to be given pursuant to the terms of the Agreement for Private Development, as provided in Section 11.3 of said Agreement, shall be in writing and delivered to the parties at their respective addresses set forth below:

Developer: ORION CEDAR FALLS IA, LLC
c/o Orion Office REIT Inc.
2325 E. Camelback Road, Suite 850
Phoenix, AZ 85016
Attn: Paul Hughes and Justin Shuler
Email: PHughes@onlreit.com
Email: jshuler@onlreit.com

Transferee: Reel Deal Holdings, LLC
8900 Beaver Valley Road
Cedar Falls, IA 50613
Attn: Jeff Hassman

City: City of Cedar Falls, Iowa
Attn: City Administrator
220 Clay Street
Cedar Falls, IA 50613

or to such other designated individual, officer or manager, or to such other address as any party shall have furnished to the other parties in writing in accordance with the Agreement.

7. Terms of Agreement for Private Development Ratified and Confirmed. Developer, Transferee and City hereby agree that all terms of the Agreement for Private Development and of the Minimum Assessment Agreement entered into by and between Developer and City remain valid and in full force and effect, except as specifically modified pursuant to the terms of this Agreement.

[Remainder of page intentionally blank]


IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representative, the Transferee has caused this Agreement to be duly executed in its name and behalf by its authorized representative, and 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, all on or as of the day first above written.


DEVELOPER

TRANSFEREE

ORION CEDAR FALLS IA LLC,
a Delaware limited liability company

REEL DEAL HOLDINGS, LLC,
an Iowa limited liability company

By: 
Name: Christopher H. Day
Its: EVP and Chief Operating Officer

By: 
Name: Jeff Hassman
Its: Manager

CITY

CITY OF CEDAR FALLS, IOWA

By: _____
Name: _____
Its: _____

(SEAL)

Attest:

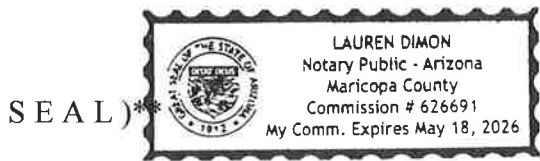
By: _____
Name: _____
Its: City Clerk

STATE OF ARIZONA

COUNTY OF MARICOPA

The undersigned Notary Public hereby certifies that the foregoing ASSIGNMENT AND ASSUMPTION AGREEMENT was produced, acknowledged, subscribed and sworn to before me this date by Christopher H. Day, the EVP and Chief Operating Officer of ORION CEDAR FALLS IA LLC, a Delaware limited liability company, personally known to me and to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and seal of office this the 8th day of December, 2022.



LD
NOTARY PUBLIC, STATE AT LARGE

My Commission Expires: May 18, 2026

STATE OF Iowa

COUNTY OF Black Hawk

The undersigned Notary Public hereby certifies that the foregoing ASSIGNMENT AND ASSUMPTION AGREEMENT was produced, acknowledged, subscribed and sworn to before me this date by Jeffrey Dale Hasselman of REEL DEAL HOLDINGS, LLC, an Iowa limited liability company, personally known to me and to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and seal of office this the 12th day of December, 2022.



KT
NOTARY PUBLIC, STATE AT LARGE

My Commission Expires: 10/22/2023

STATE OF _____

COUNTY OF _____

The undersigned Notary Public hereby certifies that the foregoing ASSIGNMENT AND ASSUMPTION AGREEMENT was produced, acknowledged, subscribed and sworn to before me this date by _____, _____ of CITY OF CEDAR FALLS, IOWA, a _____, personally known to me and to be his voluntary act and deed and the voluntary act and deed of said _____.

WITNESS my hand and seal of office this the ____ day of _____, 2022.

NOTARY PUBLIC, STATE AT LARGE

My Commission Expires: _____

S E A L)**

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, Iowa 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION APPROVING ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT AND CONVEYANCE OF DEVELOPMENT PROPERTY BY ORION CEDAR FALLS IA, LLC, TO REEL DEAL HOLDINGS, LLC, PURSUANT TO THE TERMS OF THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND RYAN COMPANIES US, INC.

WHEREAS, the City and Developer’s predecessor-in-interest, RYAN COMPANIES US, INC. (“Ryan”), entered into that certain Agreement for Private Development (hereinafter the “Agreement for Private Development”), on the 25th day of July, 2011, pursuant to which Agreement the City conveyed the following real estate to Ryan:

Lot 10, Lot 11, Lot 12, except the East one hundred twenty (120.00) feet in even width thereof, and Lot 16 except the East one hundred twenty (120.00) feet in even width thereof, all in Cedar Falls Technology Park Phase II in the City of Cedar Falls, Iowa

(the “Development Property”); and

WHEREAS, Ryan agreed to certain terms and conditions in exchange for conveyance of the Development Property by the City to Ryan, including execution of a Minimum Assessment Agreement (hereinafter the “Minimum Assessment Agreement”) relating to the assessed value of the Development Property for the period ending December 31, 2024; and

WHEREAS, Developer is the successor-in-interest to Ryan; and

WHEREAS, the Agreement for Private Development requires the approval and consent of the City of Cedar Falls to such assignment and transfer; and

WHEREAS, the City Council of the City of Cedar Falls has been presented with a proposed Assignment and Assumption Agreement, pursuant to which Orion Cedar Falls IA, LLC. proposes to assign the Agreement for Private Development and transfer the Development Property to Reel Deal Holdings, LLC, and Reel Deal Holdings, LLC, agrees to assume the obligations of Orion Cedar Falls IA, LLC. under the Agreement for Private Development, and agrees to perform all duties and obligations thereunder; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to consent to the assignment of the Agreement for Private Development and to approve the transfer of the Development Property from Orion Cedar Falls IA, LLC, to Reel Deal Holdings, LLC, on the terms and conditions stated in the proposed Assignment and Assumption Agreement.

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

1. That the assignment of the Agreement for Private Development by Orion Cedar Falls IA, LLC to Reel Deal Holdings, LLC, be and the same is hereby in all respects authorized, approved and confirmed.

2. That the transfer and conveyance of the Development Property by Orion Cedar Falls IA, LLC to Reel Deal Holdings, LLC, be and the same is hereby authorized, approved and confirmed.

3. That the form and content of the Assignment and Assumption Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Assignment and Assumption 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 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 Assignment and Assumption Agreement as executed. The City Clerk is directed to cause a copy of the Assignment and Assumption Agreement to be filed with the Black Hawk County Recorder.

PASSED AND APPROVED this _____ day of _____, 2022.

(SEAL)

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: November 21, 2022
SUBJECT: Community Development Block Grant Funds (CDBG) Service Agency
 Contract: Family Management Financial Solutions

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low-and-moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies.

As listed in the Annual Action Plan for this year, the City designated \$38,970 to Prevent Homelessness through Agency and Organizational Support.

Staff has been working with the service agencies that have responded to the Request for Proposals to complete the contracts. Staff anticipates a total of six contracts. City Council approved three contracts at the December 5, 2022 meeting. Attached is the contract with the Family Management Financial Solutions for \$1,970.00. The Family Management Financial Solutions is a HUD certified housing counseling provider and will use the funds for housing counseling.

At their September 21, 2022 meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval.

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

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CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
(PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Family Management Financial Solutions ("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 "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

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

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

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

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

K2.6. 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, 2022 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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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

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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 unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Risk Management Committee approval 11/3/22 (Signature and title of authorized City employee or officer) *S. H. A., 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.

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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.

2/17/2022

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.

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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 On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.

24.2 The City will review Contractor files to determine if adequate information is being maintained to be in compliance with Exhibit B of this Agreement. The City will provide the Contractor with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

24.3 See Exhibit C – Federal Contract Requirements

24.4 See Exhibit D – Quarterly Report Template

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: Michelle Pezkey
Title: Planner III
Address: 220 Clay St.
Cedar Falls, Iowa 50613
Telephone: 319.268.5194
Email: michelle.pezkey@cedarfalls.com

Contractor: Family Management Financial Solutions

Name: Katy Hackett
Title: Executive Director
Address: 359 Rock Island Ave
Watenoo, IA 50701
Telephone: 319-234-1495
Email: Katy@family-financ.org

2/17/2022

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

CONTRACTOR

Family Management Financial Solutions

By: _____

Its: _____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A
Services

1. Scope of Services

HUD certified housing counseling to Cedar Falls Residents that are low to moderate income

2. Schedule for Performance of Contract

The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, April 15; and July 15 as applicable based on the contract date.

Exhibit B
Budget & Payment for Services

1. Budget

The project budget is detailed as follows:

HUD certified Housing Counseling: \$1,970.00

2. Agreement Sum

The Contractor shall be compensated for the scope of its services under this contract according to the annual appropriation by the City not to exceed \$1,970 of CDBG funds.

3. Method of Payment

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the Contractor for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit D, bills, invoices, and/or other appropriate documentation. The Contractor shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

4. Invoice Timing

Invoices that are not submitted on a timely basis and after the term of this agreement, shall not be paid.

5. Records and Reports

- A. The Contractor will maintain a list of all citizens assisted with CDBG funds. Each Contractor, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the City upon request. If the Contractor is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.
- B. The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due September 15, January 15, April 15; and July 15 as applicable based on the contract date. Reports shall be submitted to the City project manager as noted in paragraph 25 of the Contract unless directed otherwise in writing.
- C. The Contractor will submit to the City the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The Contractor will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

Exhibit C
Federal Contract Requirements

1. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

2. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

3. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

4. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5. EQUAL OPPORTUNITY 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 age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, 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 City setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitation 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 age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
3. The Contractor will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor will comply with all provisions of Executive Order 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 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 City's Department of Community Development 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 noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 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 11(1) through 11(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 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 City's Department of Community Development 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 City's Department of Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

7. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

8. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

9. AFFIRMATIVE ACTION STEPS

The Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. * To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. * To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or Contractor as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

**Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Contractor has not filed a compliance report due under applicable instructions, such Contractor shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY CONTRACTOR

NAME AND ADDRESS OF CONTRACTOR: _____

- 1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
- 3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No


PRINTED NAME: Katy Hackitt
 TITLE: Executive Director
 SIGNATURE: 
 DATE: 12/9/22

Exhibit (D)
Quarterly Report Template

**CITY OF CEDAR FALLS, IOWA
FY 22-23 CDBG SUB-RECIPIENT
QUARTERLY PERFORMANCE REPORT
DIRECT BENEFIT TO LOW INCOME PERSONS**

AGENCY NAME: _____

QUARTER #: _____

NUMBER OF FEMALE-HEADED HOUSEHOLDS: _____

TOTAL NUMBER OF PERSONS BENEFITTING FROM ACTIVITY: _____

TOTAL NUMBER OF HOUSEHOLDS BENEFITTING FROM ACTIVITY: _____

	<u>Households</u>	<u># Hispanic</u>	<u>Persons</u>	<u># Hispanic</u>
White	_____	_____	_____	_____
Black/African American	_____	_____	_____	_____
Asian	_____	_____	_____	_____
American Indian/Alaskan	_____	_____	_____	_____
Hawaiian/Pacific Islander	_____	_____	_____	_____
American Indian/Alaskan & White	_____	_____	_____	_____
Asian & White	_____	_____	_____	_____
Black/African American & White	_____	_____	_____	_____
American Indian/Alaskan & Black/African American	_____	_____	_____	_____
Other Multi-Racial	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____

Exhibit D
Quarterly Report Template

*This refers to ethnicity rather than race; the number in this column should also be included in the column for total served. A client must identify their race, and then indicate Hispanic or non-Hispanic.

TOTAL NUMBER OF PERSONS SERVED:	<u>Households</u>	<u>Persons</u>
# of Extremely Low Income: (at or below 30% of Area Median Income)		
# of Very Low Income: (between 31 - 50% of Area Median Income)		
# of Low Income: (between 51 - 80% of Area Median Income)		

CDBG Annual Income Limits Effective June 15, 2022								
	1	2	3	4	5	6	7	8
Extremely Low Income	\$17,400	\$19,900	\$22,400	\$24,850	\$26,850	\$28,850	\$30,850	\$32,850
Very Low Income	\$29,050	\$33,200	\$37,350	\$41,450	\$44,800	\$48,100	\$51,400	\$54,750
Low Income	\$46,450	\$53,050	\$59,700	\$66,300	\$71,650	\$76,950	\$82,250	\$87,550

NARRATIVE DESCRIPTION OF QUARTERLY ACTIVITIES USING CDBG FUNDS:

Exhibit D
Quarterly Report Template

LINE ITEM EXPENSES FOR REIMBURSEMENT:

--

AGENCY: _____

ADDRESS: _____

SUBMITTED BY: _____

TITLE: _____

DATE: _____

TELEPHONE: _____

AMOUNT REQUESTING: _____

QUARTER NO: _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: November 21, 2022
SUBJECT: Community Development Block Grant Funds (CDBG) Service Agency
 Contract: Salvation Army

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies.

As listed in the Annual Action Plan for this year, the City designated \$38,970 to Prevent Homelessness through Agency and Organizational Support.

Staff has been working with the service agencies that have responded to the Request for Proposals to complete the contracts. Staff anticipates a total of six contracts. City Council approved three contracts at the December 5, 2022 meeting. Attached is the contract with the Salvation Army for \$5,800. The Salvation Army proposes to use the funds for maintenance of their three homeless shelters.

At their September 21, 2022 meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval.

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

2/17/2022

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 (PARTIES/SUBJECT OF CONTRACT)

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

1.0. Contractor's Services

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

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

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

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

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

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

2.0. Compensation

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

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

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

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

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

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

K2.6. 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, 2022 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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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.

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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 unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Risk Management Committee approval 11/3/22 (Signature and title of authorized City employee or officer)

St. Hill, 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.

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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.

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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.

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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 On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.

24.2 The City will review Contractor files to determine if adequate information is being maintained to be in compliance with Exhibit B of this Agreement. The City will provide the Contractor with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

24.3 See Exhibit C - Federal Contract Requirements

24.4 See Exhibit D - Quarterly Report Template

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: Michelle Pezley
Title: Planner III
Address: 220 clay st
Cedar Falls, IA 50613
Telephone: 319.268.5194
Email: michelle.pezley@cedarfalls.com

Contractor:

Name: Bramwell E. Higgins
Title: Secretary
Address: 89 Franklin St
Waterloo, IA 50613
Telephone: 319-235-9358
Email: _____

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

CONTRACTOR

(Name of Contractor) _____

By: _____

Its: Bramwell E. Higgins
Secretary

Date: 12/1/22

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Daniels, MMC, City Clerk

Date: _____

**Exhibit A
Services**

1. Scope of Services

The Salvation Army will use the funds for their Emergency Housing Services program. The Emergency Housing Services program supports the following three shelters: Women & Children's Shelter, Men's Shelter, and Family Shelter.

2. Schedule for Performance of Contract

The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, April 15; and July 15 as applicable based on the contract date.

Exhibit B
Budget & Payment for Services

1. Budget

The project budget is detailed as follows:

Property Upkeep and Repairs. The expenses include all items related to property upkeep and repairs, including but not limited to snow removal, lawn care, pest control services, and maintenance of the shelter camera systems.

2. Agreement Sum

The Contractor shall be compensated for the scope of its services under this contract according to the annual appropriation by the City not to exceed \$5,800 of CDBG funds.

3. Method of Payment

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the Contractor for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit D, bills, invoices, and/or other appropriate documentation. The Contractor shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

4. Invoice Timing

Invoices that are not submitted on a timely basis and after the term of this agreement, shall not be paid.

5. Records and Reports

- A. The Contractor will maintain a list of all citizens assisted with CDBG funds. Each Contractor, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the City upon request. If the Contractor is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.
- B. The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due September 15, January 15, April 15; and July 15 as applicable based on the contract date. Reports shall be submitted to the City project manager as noted in paragraph 25 of the Contract unless directed otherwise in writing.
- C. The Contractor will submit to the City the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The Contractor will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

Exhibit C
Federal Contract Requirements

1. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

2. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

3. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

4. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5. EQUAL OPPORTUNITY 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 age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, 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 City setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitation 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 age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
3. The Contractor will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor will comply with all provisions of Executive Order 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 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 City's Department of Community Development 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 noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 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 11(1) through 11(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 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 City's Department of Community Development 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 City's Department of Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

7. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

8. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

9. AFFIRMATIVE ACTION STEPS

The Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. * To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. * To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or Contractor as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

**Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-26). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Contractor has not filed a compliance report due under applicable instructions, such Contractor shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY CONTRACTOR

NAME AND ADDRESS OF CONTRACTOR: The Salvation Army
89 Franklin St, Weterden, IA 50703

1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

PRINTED NAME: Bramwell E. Higgins

TITLE: Secretary

SIGNATURE: 

DATE: 11/30/2020 ^{12/1/22}

Exhibit D
Quarterly Report Template

**CITY OF CEDAR FALLS, IOWA
FY 22-23 CDBG SUB-RECIPIENT
QUARTERLY PERFORMANCE REPORT
DIRECT BENEFIT TO LOW INCOME PERSONS**

AGENCY NAME: _____

QUARTER #: _____

NUMBER OF FEMALE-HEADED HOUSEHOLDS: _____

TOTAL NUMBER OF PERSONS BENEFITTING FROM ACTIVITY: _____

TOTAL NUMBER OF HOUSEHOLDS BENEFITTING FROM ACTIVITY: _____

	<u>Households</u>	<u># Hispanic</u>	<u>Persons</u>	<u># Hispanic</u>
White	_____	_____	_____	_____
Black/African American	_____	_____	_____	_____
Asian	_____	_____	_____	_____
American Indian/Alaskan	_____	_____	_____	_____
Hawaiian/Pacific Islander	_____	_____	_____	_____
American Indian/Alaskan & White	_____	_____	_____	_____
Asian & White	_____	_____	_____	_____
Black/African American & White	_____	_____	_____	_____
American Indian/Alaskan & Black/African American	_____	_____	_____	_____
Other Multi-Racial	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____

Exhibit 0
Quarterly Report Template

*This refers to ethnicity rather than race; the number in this column should also be included in the column for total served. A client must identify their race, and then indicate Hispanic or non-Hispanic.

TOTAL NUMBER OF PERSONS SERVED:	<u>Households</u>	<u>Persons</u>
# of Extremely Low Income: (at or below 30% of Area Median Income)		
# of Very Low Income: (between 31 - 50% of Area Median Income)		
# of Low Income: (between 51 - 80% of Area Median Income)		

CDBG Annual Income Limits Effective June 15, 2022								
	1	2	3	4	5	6	7	8
Extremely Low Income	\$17,400	\$19,900	\$22,400	\$24,850	\$26,850	\$28,850	\$30,850	\$32,850
Very Low Income	\$29,050	\$33,200	\$37,350	\$41,450	\$44,800	\$48,100	\$51,400	\$54,750
Low Income	\$46,450	\$53,050	\$59,700	\$66,300	\$71,650	\$76,950	\$82,250	\$87,550

NARRATIVE DESCRIPTION OF QUARTERLY ACTIVITIES USING CDBG FUNDS:

Exhibit D
Quarterly Report Template

LINE ITEM EXPENSES FOR REIMBURSEMENT:

--

AGENCY: _____

ADDRESS: _____

SUBMITTED BY: _____

TITLE: _____

DATE: _____

TELEPHONE: _____

AMOUNT REQUESTING: _____

QUARTER NO: _____


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Thomas Weintraut, AICP, Planner III
DATE: December 19, 2022
SUBJECT: Extension of the Timeline to Complete the Hazard Mitigation Grant for Northern Cedar Falls Flood Buyout Program

In May 2019, the City submitted a notice of intent to the Iowa Department of Homeland Security Emergency Management (HSEMD) for a Hazard Mitigation Grant to purchase 15 properties in the North Cedar Neighborhood. In July 2019, the City Council adopted Resolution 21,609 approving and authorizing the application for a Hazard Mitigation Grant and the local match of \$259,080 (15%) of a total project cost of \$1,622,297.

In August 2019, the City was notified the grant application was put on hold because of late winter/early spring flooding in portions of Iowa. In March 2021, HSEMD notified the City there would be funding available to move the grant application forward in 2021. The staff contacted the 15 property owners to determine if there was still interest in participation in the program. Nine of the property owners responded with interest. HSEMD notified the City on August 10, 2021, the grant had been approved with \$1,498,040 total funding available with a local match of \$224,706 (15%) according to HSEMD.

On October 4, 2021, City Council passed Resolution 22,527 to provide and make available the matching funds for the grant. At that meeting Council directed staff to have the property appraisals updated because of a two-year period had passed from the previous appraisals. In January 2022, Council approved Resolution 22,661, executing a contract with Rally Appraisal, LLC to reappraise the properties.

Due to delays in gaining access to the properties to update the appraisals, HSEMD suggested requesting an extension for the completion of the project from July 2022 to December 2022. The Council approved Resolution 22,775 approving the amendment to extend the project completion date to December 31, 2022.

In May 2022, the City sent a purchase offer to the eight property owners who were interested in selling their properties. Only four property owners chose to sell their properties. The City completed the purchase of the four properties in early September 2022 and completed the purchase and demolition of these properties by December 2, 2022.

In late September 2022, the City was granted a second amendment to the agreement reducing the City's matching portion of the grant from \$224,706 (0%), a change resulting in the Federal Government assuming the City's cost.

In early November, HSEMD contacted the City to determine whether any of the eleven property owners who had not responded to the April 2021, letter sent by the City again gauging interest on whether they would like to reconsider selling their properties. The City sent letters on November 9, 2022, to again extend the opportunity to property owners to participate and asked owners to respond by December 1, 2022. There are two property owners who expressed interest in selling.

The Department of Community Development recommends that the City Council adopt a resolution approving a third amendment to Grant Agreement and Administrative Plan for the Voluntary Property Acquisition Program funded under the Hazard Mitigation Grant Program. If you have any questions, please contact the Community Development Department.

xc: Karen Howard, AICP, Planning & Community Services Manager
Stephanie Houk Sheetz, AICP, Director of Community Development
Jennifer Rodenbeck, Director of Finance and Business Operations

Amendment Number Three

SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management (HSEMD)

And

City of Cedar Falls

GRANT AGREEMENT NO: HMGP-DR-4557-0003

PROJECT TITLE: Cedar Falls - Property Acquisitions

PERFORMANCE PERIOD START DATE: 07/30/2021

PERFORMANCE PERIOD END DATE: 09/30/2023

This is Amendment Number Three 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 10/11/2021.

Page 4 of 12, III. Period of Performance, paragraph 1, of said AGREEMENT is amended to read:

The approved Period of Performance for this subaward is from **07/30/2021 through 09/30/2023**. All work must 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
Alternate GAR

Rob Green
Mayor

Date

Date

Authorized Representative (optional)

Date



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Matthew Tolan, EI, Civil Engineer II
DATE: 12/19/2022
SUBJECT: 2022 Seal Coat Project
City Project Number: SC-000-3273
Final Acceptance

The 2022 Seal Coat Project is completed and ready for final acceptance. This project involved seal coating street sections and 1 parking lot. This project was under contract with Blacktop Service Company of Humboldt, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Lien Waivers
- Maintenance Bond, Blacktop Service Company

The following lien waivers have been reviewed by the Engineering Division and are on file with the City Clerk:

<p><u>(Insert contractor name) Suppliers:</u> <i>Bituminous Materials & Supply</i> <i>BMC Aggregates, L.C.</i> <i>Flagger Pros USA</i></p>	<p><u>(Insert contractor name) subcontractors:</u> <i>A-Line Striping & Sweeping</i> <i>Service Signing, L.C.</i></p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------

Funding Source	Attributed Costs
Local Sales Tax	\$100,000.00
Street Construction Fund	\$42,036.33
Total Project Cost	\$142,036.33

With Council approval, a transfer of funds from the following funding sources to the Street Repair Fund will be made, per Iowa Code 545-2.5.

Funding Source	Attributed Costs
Street Construction Fund	\$42,036.33

I certify that the public improvements for the 2022 Seal Coat Project were completed in reasonable compliance with the project plans and specifications.






Matthew Tolan, EI

12/12/22

Date

- xc: Chase Schrage, Director of Public Works
- David Wicke, P.E., City Engineer
- Lisa Roeding, Controller/City Treasurer

	CONTRACTOR'S APPLICATION FOR PAYMENT	No. 2	Pay Application
2022 Seal Coat		Application Period: 11/17/22 to 11/30/22	Application Date: 12/06/22
Project Number: SC-000-3273	To (Owner): City of Cedar Falls	Via (Engineer): Matthew Tolan	
Contract Completion Date: 09/14/22	From (Contractor): Blacktop Services Co.	Engineer II	
Change Order Summary			
Approved Change Orders:			
Number	Additions (a)	Deductions (b)	
1	\$ -	\$ -	
2	\$ -	\$ -	
3	\$ -	\$ -	
4	\$ -	\$ -	
5	\$ -	\$ -	
6	\$ -	\$ -	
7	\$ -	\$ -	
8	\$ -	\$ -	
9	\$ -	\$ -	
10	\$ -	\$ -	
11	\$ -	\$ -	
12	\$ -	\$ -	
13	\$ -	\$ -	
14	\$ -	\$ -	
15	\$ -	\$ -	
Totals	\$ -	\$ -	
Net Change by Change Orders			
(a) + (b) = (c)		\$ -	
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): 			
Date: 12-6-22	Mr./Mrs. Project Manager		
		1. ORIGINAL CONTRACT PRICE \$ 198,242.57	
		2. NET CHANGE BY CHANGE ORDERS (c) \$ -	
		3. CURRENT CONTRACT PRICE \$ 198,242.57	
		4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate) \$ 141,916.33	
		5. RETAINAGE	
		a. 5% x \$ - Work Completed \$ -	
		b. 5% x \$ - Stored Materials \$ -	
		c. Total Retainage (Line 5a + Line 5b) \$ -	
		6. CUMULATIVE LIQUIDATED DAMAGES CHARGED	
		0 Days x Per Day \$ -	
		7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6) \$ 141,916.33	
		8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application) \$ 134,820.51	
		9. AMOUNT DUE THIS APPLICATION \$ 7,095.82	
		10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c) \$ 141,916.33	
		11. % OF COMPLETION	
		Original Contract Price (Line 10 ÷ Line 1) 72%	
		Current Contract Price (Line 10 ÷ Line 3) 72%	
		Payment of: \$ 7,095.82 (Line 9 or Other: Attach Explanation if Other Amount)	
		Is Respectfully Submitted: 	12/6/2022
		Matthew Tolan, Engineer II	Date

CONTRACTOR'S APPLICATION FOR PAYMENT													No. 2		Estimate	
2022 Seal Coat			Application Period: 11/17/22 to 11/30/22						Application Date: 12/06/22							
Project Number: SC-000-3273			To (Owner): City of Cedar Falls						Via (Engineer): Matthew Tolan							
Contract Completion Date: 09/14/22			From (Contractor): Blacktop Services Co.						Engineer II							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
Bid Item Number	Description	Unit	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	
1	Surface Preparation	SY	35,430.00	\$ 0.45	\$ 15,943.50	33,283.00	-	\$ -	33,283.00	\$ 14,977.35	\$ -	\$ 14,977.35	94%	\$ 966.15		
2	Seal Coat	SY	51,040.00	\$ 3.06	\$ 156,182.40	33,283.00	-	\$ -	33,283.00	\$ 101,845.98	\$ -	\$ 101,845.98	65%	\$ 54,336.42		
3	Pavement Markings, Painted	STA	11.79	\$ 77.50	\$ 913.73	1.20	-	\$ -	1.20	\$ 93.00	\$ -	\$ 93.00	10%	\$ 820.73		
4	Pavement Markings, Handicap Symbols	EA	2.00	\$ 100.00	\$ 200.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 200.00		
5	Mobilization	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	-	\$ -	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	100%	\$ -		
6	Traffic Control	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	-	\$ -	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	100%	\$ -		
Totals					\$ 198,239.63			\$ -		\$ 141,916.33	\$ -	\$ 141,916.33		\$ 56,323.30		

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, A-Line Striping & Sweeping
(Name of Manufacturer, Materialman, or Subcontractor)
 has furnished to Blacktop Service Company the following: Pavement Marking
(Name of Contractor) (Kind of Material Furnished)
 for use in the construction of a project belonging to
City of Cedar Falls and designated as Seal Coat 2022 Project SC-000-3273
(Name of Owner) (Name of Project)

NOW, THEREFORE, the undersigned, A-Line Striping & Sweeping
(Manufacturer, Materialman, or Subcontractor)
 for and in consideration of \$ 500.00, and other good and valuable consideration,
 the receipt whereof or pending payment is hereby acknowledged, do(es) hereby waive and
 release any and all liens, or right to or claim of lien, on the above described project and
 premises, under any law, common or statutory, on account of labor or materials, or both,
 heretofore or hereafter furnished by the undersigned to or for the account
 of said Blacktop Service Company for said project.
(Name of Contractor)

GIVEN under my (our) hand(s) and seal(s) this 27th day of October,
 2022.

A-Line Striping & Sweeping
(Name of Manufacturer, Supplier, or Subcontractor)

Jer Bruner President
(By) (Title)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Bituminous Materials and Supply (Name of Manufacturer, Materialman, or Subcontractor) has furnished to Blacktop Service Company (Name of Contractor) the following: MC3000 (Kind of Material Furnished) for use in the construction of a project belonging to City of Cedar Falls (Name of Owner), and designated as, Seal Coat 2022 Project SC-000-3273 (Name of Project).

NOW, THEREFORE, the undersigned, Bituminous Materials and Supply (Manufacturer, Materialman, or Subcontractor) for and in consideration of \$ 32,849.28, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Blacktop Service Company (Name of Contractor) for said project.

GIVEN under my (our) hand(s) and seal(s) this 28th day of October, 2022.

Bituminous Materials & Supply (Name of Manufacturer, Supplier, or Subcontractor)

Digitally signed by William Payne Date: 2022.10.28 07:39:36 -04'00' (By) (Title)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, BMC Aggregates, L.C.
(Name of Manufacturer, Materialman, or Subcontractor)
has furnished to Blacktop Service Company the following: 3/8" Washed Chip
(Name of Contractor) (Kind of Material Furnished)
for use in the construction of a project belonging to
City of Cedar Falls and designated as, Seal Coat 2022 Project SC-000-3273
(Name of Owner) (Name of Project)

NOW, THEREFORE, the undersigned, BMC Aggregates, L.C.
(Manufacturer, Materialman, or Subcontractor)
for and in consideration of \$ 8,813.66, and other good and valuable consideration,
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all
liens, or right to or claim of lien, on the above described project and premises, under any
law, common or statutory, on account of labor or materials, or both, heretofore or
hereafter furnished by the undersigned to or for the account of said Blacktop Service
(Name of
Company Contractor) for said project.

GIVEN under my (our) hand(s) and seal(s) this 31st day of October,
20 22

BMC Aggregates L.C.
(Name of Manufacturer, Supplier, or Subcontractor)
[Signature] (By) President (Title)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Flagger Pros USA
(Name of Manufacturer, Materialman, or Subcontractor)
has furnished to Blacktop Service Company the following: Flagging Services
(Name of Contractor) (Kind of Material Furnished)
for use in the construction of a project belonging to
City of Cedar Falls, and designated as, Seal Coat 2022 Project SC-000-3273.
(Name of Owner) (Name of Project)

NOW, THEREFORE, the undersigned, Flagger Pros USA,
(Manufacturer, Materialman, or Subcontractor)
for and in consideration of \$ 1,066.39, and other good and valuable consideration,
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all
liens, or right to or claim of lien, on the above described project and premises, under any
law, common or statutory, on account of labor or materials, or both, heretofore or
hereafter furnished by the undersigned to or for the account of said Blacktop Service
(Name of
Company for said project.
Contractor)

GIVEN under my (our) hand(s) and seal(s) this 27th day of October,
2022.

Flagger Pros USA, LLC

(Name of Manufacturer, Supplier, or Subcontractor)

Godi D. McConny President
(By) (Title)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Service Signing, L.C.
(Name of Manufacturer, Materialman, or Subcontractor)
has furnished to Blacktop Service Company the following: Traffic Control
(Name of Contractor) (Kind of Material Furnished)
for use in the construction of a project belonging to
City of Cedar Falls, and designated as, Seal Coat 2022 Project SC-000-3273
(Name of Owner) (Name of Project)

NOW, THEREFORE, the undersigned, Service Signing, L.C.
(Manufacturer, Materialman, or Subcontractor)
for and in consideration of \$ 650.00, and other good and valuable consideration,
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all
liens, or right to or claim of lien, on the above described project and premises, under any
law, common or statutory, on account of labor or materials, or both, heretofore or
hereafter furnished by the undersigned to or for the account of said Blacktop Service
(Name of
Company Contractor) for said project.

GIVEN under my (our) hand(s) and seal(s) this 27 day of October,
2022.

Service Signing, L.C.
(Name of Manufacturer, Supplier, or Subcontractor)

Cristi Hagada (By) Office Manager (Title)

Performance, Payment, and Maintenance Bond

SURETY BOND NO. IAC592902

KNOW ALL BY THESE PRESENTS:

That we, Blacktop Service Company, as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Ninety-Eight Thousand Two Hundred Forty-Two and 57/100 Dollars (\$ 198,242.57), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 Seal Coat Project Project SC-000-3273

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. SC-000-3273

Witness our hands, in triplicate, this _____ day of _____, 2022.

Surety Countersigned By:

PRINCIPAL:

Not Required

Signature of Agent

Blacktop Service Company

Contractor

By: Karl Gilson
Signature

Printed Name of Agent

Contractor
Title

Company Name

SURETY:

Company Address

Merchants Bonding Company (Mutual)
Surety Company

By: Stacy Venn
Signature Attorney-in-Fact Officer/Iowa Resident Agent

City, State, Zip Code

Stacy Venn
Printed Name of Attorney-in-Fact Officer/Iowa Resident Agent

Company Telephone Number

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

FORM APPROVED BY:

Attorney for Owner

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS BONDING COMPANY™

Item 23.

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tieman; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of June, 2022.

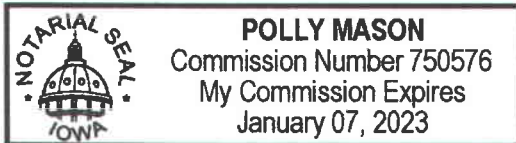


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2022.



William Warner Jr.
Secretary


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Luke Andreasen, PE
DATE: 12/9/2022
SUBJECT: Main Street Reconstruction
 City Project Number: RC-000-3283
 Bid Opening

On November 15, 2022, at 10:00 a.m., bids were received and opened for Main Street Reconstruction. A total of one (1) bid was received. PCI was the bidder:

	<i>Base Bid</i>
Engineering Estimate	\$21,383,759.75
Peterson Contractors Inc.	\$29,997,049.50

A bid tabulation is attached for your reference. Since the low bid is \$8,613,289.75 higher than the engineering estimate, the Engineering Division of the Public Works Department has adjusted the Cedar Falls Capital Improvement Plan (CIP) to free up local options tax and street construction funds to be able to fully fund Main Street reconstruction over the next three years.

The Iowa Department of Transportation has indicated bid price increases of 21% since August 2022. The demand for construction is high with qualified contractors to perform the work very low, with that in mind the DOT has recommended approval of the contract.

The Engineering Division of the Public Works Department recommends acceptance of the bid from Peterson Contractors Inc. in the amount of \$29,997,049.50 subject to the recommendation of the Iowa Department of Transportation. Upon acceptance of the lowest bid, we recommend authorizing the City Engineer to execute the contract, along with required bond and insurance, using the Iowa DOT's electronic file management system. Use of the Iowa DOT's electronic file management system is required for this contract.

Xc: Chase Schrage, Public Works Director
 David Wicke, P.E., City Engineer



BID TABULATION
CITY OF CEDAR FALLS
Main Street Reconstruction from Seerley Blvd to 6th Street
Iowa DOT No. STBG-SWAP-1185(657)--SG-07



Bid Date: November 15, 2022

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEERS ESTIMATE		PETERSON CONTRACTORS INC	
					UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	2101-0850002	CLEARING AND GRUBBING						
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1530	\$ 45.00	\$ 68,850.00	\$ 150.00	\$ 229,500.00
3	2102-2710080	EXCAVATION, CLASS 10, UNSUITABLE MATERIAL	CY	4031	\$ 7.00	\$ 28,217.00	\$ 12.50	\$ 50,387.50
4	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	2000	\$ 13.00	\$ 26,000.00	\$ 17.50	\$ 35,000.00
5	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	25089	\$ 6.00	\$ 150,534.00	\$ 17.50	\$ 439,057.50
6	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	1742	\$ 28.00	\$ 48,776.00	\$ 30.00	\$ 52,260.00
7	2107-0425020	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	3818	\$ 7.00	\$ 26,726.00	\$ 45.00	\$ 171,810.00
8	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	STA	274	\$ 21.00	\$ 5,754.00	\$ 50.00	\$ 13,700.00
9	2115-0100000	MODIFIED SUBBASE, 12 IN	STA	93	\$ 750.00	\$ 69,750.00	\$ 1,600.00	\$ 148,800.00
10	2123-7450020	SHOULDER FINISHING, EARTH	CY	24513	\$ 45.00	\$ 1,103,085.00	\$ 45.00	\$ 1,103,085.00
11	2213-7100400	RELOCATION OF MAIL BOXES	STA	184	\$ 450.00	\$ 82,800.00	\$ 500.00	\$ 92,000.00
12	2301-1033060	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 6 IN.	EACH	1	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00
13	2301-1033085	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8.5 IN.	SY	1594	\$ 55.00	\$ 87,670.00	\$ 105.00	\$ 167,370.00
14	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	SY	54407	\$ 56.00	\$ 3,046,792.00	\$ 67.50	\$ 3,672,472.50
15	2301-7000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 20,000.00	\$ 20,000.00
16	2303-0002380	HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 3/8 IN. MIX	EACH	48967	\$ 1.00	\$ 48,967.00	\$ 1.00	\$ 48,967.00
17	2303-1033500	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MI X, NO SPECIAL FRICTION REQUIREMENT	TON	46	\$ 55.00	\$ 2,530.00	\$ 180.00	\$ 8,280.00
18	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	19	\$ 50.00	\$ 950.00	\$ 180.00	\$ 3,420.00
19	2304-0100000	DETOUR PAVEMENT	TON	4	\$ 650.00	\$ 2,600.00	\$ 775.00	\$ 3,100.00
20	2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	SY	11790	\$ 60.00	\$ 707,400.00	\$ 55.00	\$ 648,450.00
21	2316-0000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	TON	2886	\$ 26.00	\$ 75,036.00	\$ 42.50	\$ 122,655.00
22	2401-6745356	REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES	EACH	40806	\$ 1.00	\$ 40,806.00	\$ 1.00	\$ 40,806.00
23	2401-6745650	REMOVAL OF EXISTING STRUCTURES	EACH	56	\$ 800.00	\$ 44,800.00	\$ 550.00	\$ 30,800.00
24	2401-6745765	REMOVAL OF LIGHT POLES	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00
25	2401-6745910	REMOVAL OF SIGN	EACH	56	\$ 400.00	\$ 22,400.00	\$ 500.00	\$ 28,000.00
26	2401-6750001	REMOVALS, AS PER PLAN	EACH	87	\$ 80.00	\$ 6,960.00	\$ 150.00	\$ 13,050.00
27	2402-0425031	GRANULAR BACKFILL	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
28	2402-0425040	FLOODED BACKFILL	TON	2723	\$ 30.00	\$ 81,690.00	\$ 28.00	\$ 76,244.00
29	2402-2720000	EXCAVATION, CLASS 20	CY	174	\$ 40.00	\$ 6,960.00	\$ 50.00	\$ 8,700.00
30	2402-2722000	EXCAVATION, CLASS 22	CY	7505	\$ 20.00	\$ 150,100.00	\$ 16.00	\$ 120,080.00
31	2402-3825025	GRANULAR MATERIAL FOR BLANKET	CY	149	\$ 100.00	\$ 14,900.00	\$ 25.00	\$ 3,725.00
32	2403-0100000	STRUCTURAL CONCRETE (MISC)	CY	509	\$ 70.00	\$ 35,630.00	\$ 67.50	\$ 34,357.50
33	2403-0100020	STRUCTURAL CONCRETE (RCB)	CY	286	\$ 1,400.00	\$ 399,840.00	\$ 625.00	\$ 178,500.00
34	2404-7775000	REINFORCING STEEL	CY	1448	\$ 700.00	\$ 1,013,460.00	\$ 735.00	\$ 1,064,133.00
35	2414-6444100	STEEL PIPE PEDESTRIAN HAND RAILING	LB	274210	\$ 2.00	\$ 548,420.00	\$ 2.00	\$ 548,420.00
36	2414-6460000	ORNAMENTAL METAL RAILING	LF	250	\$ 200.00	\$ 50,000.00	\$ 200.00	\$ 50,000.00
37	2415-2110804	PRECAST CONCRETE BOX CULVERT, 8 FT. X 4 FT.	LF	454	\$ 300.00	\$ 136,200.00	\$ 700.00	\$ 317,800.00
38	2415-2200804	PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 8 FT. X 4 FT.	LF	235	\$ 1,265.00	\$ 297,275.00	\$ 1,900.00	\$ 446,500.00
39	2416-0100024	APRONS, CONCRETE, 24 IN. DIA.	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 25,000.00	\$ 25,000.00
40	2430-0000100	MODULAR BLOCK RETAINING WALL	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 4,500.00
41	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	SF	148	\$ 50.00	\$ 7,400.00	\$ 50.00	\$ 7,400.00
42	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	18	\$ 6,000.00	\$ 108,000.00	\$ 11,000.00	\$ 198,000.00
43	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN.	EACH	6	\$ 4,500.00	\$ 27,000.00	\$ 5,000.00	\$ 30,000.00
44	2435-0140200	MANHOLE, STORM SEWER, SW-402, 6 X 6	EACH	3	\$ 6,000.00	\$ 18,000.00	\$ 6,750.00	\$ 20,250.00
45	2435-0250248	INTAKE, SW-502, 48 IN.	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 13,000.00	\$ 13,000.00
46	2435-0250260	INTAKE, SW-502, 60 IN.	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 6,750.00	\$ 6,750.00
47	2435-0250272	INTAKE, SW-502, 72 IN.	EACH	5	\$ 6,250.00	\$ 31,250.00	\$ 10,250.00	\$ 51,250.00
48	2435-0250284	INTAKE, SW-502, 84 IN.	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 11,000.00	\$ 11,000.00
49	2435-0250500	INTAKE, SW-505	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00
50	2435-0250510	INTAKE, SW-505 MODIFIED TRIPLE	EACH	5	\$ 6,000.00	\$ 30,000.00	\$ 8,500.00	\$ 42,500.00
51	2435-0250600	INTAKE, SW-506	EACH	5	\$ 8,000.00	\$ 40,000.00	\$ 12,250.00	\$ 61,250.00
52	2435-0250610	INTAKE, SW-506 MODIFIED TRIPLE	EACH	2	\$ 6,000.00	\$ 12,000.00	\$ 13,500.00	\$ 27,000.00
53	2435-0250700	INTAKE, SW-507	EACH	2	\$ 8,000.00	\$ 16,000.00	\$ 18,500.00	\$ 37,000.00
54	2435-0250800	INTAKE, SW-508	EACH	28	\$ 6,000.00	\$ 168,000.00	\$ 7,000.00	\$ 196,000.00
55	2435-0250900	INTAKE, SW-509	EACH	2	\$ 6,500.00	\$ 13,000.00	\$ 9,000.00	\$ 18,000.00
56	2435-0250914	INTAKE, SW-509 MODIFIED, TOP ONLY	EACH	48	\$ 6,500.00	\$ 312,000.00	\$ 9,000.00	\$ 432,000.00
57	2435-0251000	INTAKE, SW-510	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 4,000.00	\$ 8,000.00
58	2435-0254100	INTAKE, SW-541	EACH	4	\$ 7,500.00	\$ 30,000.00	\$ 12,000.00	\$ 48,000.00
59	2435-0254200	INTAKE, SW-542	EACH	2	\$ 7,000.00	\$ 14,000.00	\$ 11,000.00	\$ 22,000.00
60	2435-0400308	INTERNAL DROP CONNECTION, SW-308	EACH	5	\$ 7,000.00	\$ 35,000.00	\$ 9,000.00	\$ 45,000.00
61	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	1	\$ 2,200.00	\$ 2,200.00	\$ 5,750.00	\$ 5,750.00
62	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	7	\$ 1,500.00	\$ 10,500.00	\$ 2,250.00	\$ 15,750.00
63	2435-0700020	CONNECTION TO EXISTING INTAKE	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 3,250.00	\$ 3,250.00
64	2502-8212036	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	EACH	5	\$ 1,500.00	\$ 7,500.00	\$ 2,750.00	\$ 13,750.00
65	2502-8221303	SUBDRAIN OUTLET, DR-303	LF	10698	\$ 17.00	\$ 181,866.00	\$ 15.50	\$ 165,819.00
66	2503-0111015	STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE (HDPE), 15 IN.	EACH	142	\$ 250.00	\$ 35,500.00	\$ 400.00	\$ 56,800.00
67	2503-0111018	STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE (HDPE), 18 IN.	LF	1301	\$ 51.00	\$ 66,351.00	\$ 85.00	\$ 110,585.00
68	2503-0111024	STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE (HDPE), 24 IN.	LF	414	\$ 55.00	\$ 22,770.00	\$ 95.00	\$ 39,330.00
69	2503-0111030	STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE (HDPE), 30 IN.	LF	1135	\$ 59.00	\$ 66,965.00	\$ 160.00	\$ 181,600.00
70	2503-0111036	STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE (HDPE), 36 IN.	LF	802	\$ 80.00	\$ 64,160.00	\$ 125.00	\$ 100,250.00
71	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 12 IN.	LF	159	\$ 100.00	\$ 15,900.00	\$ 200.00	\$ 31,800.00
72	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 15 IN.	LF	15	\$ 60.00	\$ 900.00	\$ 2,100.00	\$ 31,500.00
73	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 18 IN.	LF	2775	\$ 65.00	\$ 180,375.00	\$ 115.00	\$ 319,125.00
74	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 24 IN.	LF	1146	\$ 70.00	\$ 80,220.00	\$ 120.00	\$ 137,520.00
75	2503-0114230	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 30 IN.	LF	1303	\$ 90.00	\$ 117,270.00	\$ 135.00	\$ 175,905.00
76	2503-0114236	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 36 IN.	LF	450	\$ 105.00	\$ 47,250.00	\$ 185.00	\$ 83,250.00
77	2503-0114242	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 42 IN.	LF	671	\$ 120.00	\$ 80,520.00	\$ 220.00	\$ 147,620.00
78	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	11	\$ 150.00	\$ 1,650.00	\$ 330.00	\$ 3,630.00
79	2503-0200136	REMOVE STORM SEWER PIPE GREATER THAN 36 IN.	LF	4579	\$ 24.00	\$ 109,896.00	\$ 50.00	\$ 228,950.00
80	2503-0200341	REMOVE STORM SEWER PIPE GREATER THAN 36 IN.	LF	147	\$ 44.00	\$ 6,468.00	\$ 85.00	\$ 12,495.00
81	2504-0112227	SANITARY SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 27 IN.	LF	41	\$ 68.00	\$ 2,788.00	\$ 125.00	\$ 5,125.00
82	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 27 IN.	LF	103	\$ 400.00	\$ 41,200.00	\$ 725.00	\$ 74,675.00
83	2504-0114010	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN., TRUSS	LF	1690	\$ 80.00	\$ 135,200.00	\$ 356.00	\$ 601,640.00
84	2504-0114012	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 10 IN., TRUSS	LF	98	\$ 85.00	\$ 8,330.00	\$ 400.00	\$ 39,200.00
85	2504-0114015	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12 IN., TRUSS	LF	383	\$ 95.00	\$ 36,385.00	\$ 410.00	\$ 157,030.00
86	2504-0134008	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHED, PVC, 8 IN., TRUSS	LF	5027	\$ 105.00	\$ 527,835.00	\$ 430.00	\$ 2,161,610.00
87	2504-0200404	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	LF	30	\$ 290.00	\$ 8,700.00	\$ 570.00	\$ 17,100.00
88	2504-0200436	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	4493	\$ 70.00	\$ 314,510.00	\$ 215.00	\$ 965,995.00
89	2505-4008300	STEEL BEAM GUARDRAIL	LF	6846	\$ 25.00	\$ 171,150.00	\$ 23.00	\$ 157,458.00
90	2507-3250005	ENGINEERING FABRIC	LF	128	\$ 32.00	\$ 4,096.00	\$ 125.00	\$ 16,000.00
91	2507-4011100	CONCRETE GROUT FOR REVETMENT OF GABION	SY	1023	\$ 4.00	\$ 4,092.00	\$ 2.50	\$ 2,557.50
92	2507-6800061	REVTMENT, CLASS E	CY	36	\$ 250.00	\$ 9,000.00	\$ 300.00	\$ 10,800.00
93	2510-6745850	REMOVAL OF PAVEMENT	TON	1040	\$ 60.00	\$ 62,400.00	\$ 45.00	\$ 46,800.00
94	2510-6750600	REMOVAL OF INTAKE AND UTILITY ACCESS	SY	70195	\$ 9.00	\$ 631,755.00	\$ 9.00	\$ 631,755.00
95	2511-6745900	REMOVAL OF SIDEWALK	EACH	115	\$ 650.00	\$ 74,750.00	\$ 1,150.00	\$ 132,250.00
96	2511-7526004	SIDEWALK, PCC, 4 IN.	SY	8291	\$ 10.00	\$ 82,910.00	\$ 9.00	\$ 74,619.00
97	2511-7526006	SIDEWALK, PCC, 6 IN.	SY	9624	\$ 45.00	\$ 433,080.00	\$ 43.00	\$ 413,832.00
98	2511-7528101	DETECTABLE WARNING	SY	1392	\$ 50.00	\$ 69,600.00	\$ 54.00	\$ 75,168.00
99	2512-1725206	CURB AND GUTTER, P.C. CONCRETE, 2.0 FT.	SF	2100	\$ 49.00	\$ 102,900.00	\$ 70.00	\$ 147,000.00
100	2512-1859000	CURB, SPECIAL, AS PER PLAN	LF	288	\$ 29.00	\$ 8,352.00	\$ 50.00	\$ 14,400.00
101	2515-2475006	DRIVEWAY, PCC, 6 IN.	LF	447	\$ 70.00	\$ 31,290.00	\$ 40.00	\$ 17,880.00
102	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	4226	\$ 65.00	\$ 274,690.00	\$ 51.00	\$ 215,526.00
103	2516-8625000	COMBINED CONCRETE SIDEWALK AND RETAINING WALL						

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEERS ESTIMATE		PETERSON CONTRACTORS INC	
					UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
153	2599-9999005	GASKET, NITRILE, WATER MAIN, 4 IN	EACH	8	\$ 60.00	\$ 480.00	\$ 200.00	\$ 1,600.00
154	2599-9999005	GASKET, NITRILE, WATER MAIN, 8 IN	EACH	58	\$ 80.00	\$ 4,640.00	\$ 200.00	\$ 11,600.00
155	2599-9999005	LANDSCAPING, BENCHES	EACH	4	\$ 3,000.00	\$ 12,000.00	\$ 2,500.00	\$ 10,000.00
156	2599-9999005	LANDSCAPING, BUS SHELTERS	EACH	4	\$ 15,000.00	\$ 60,000.00	\$ 28,000.00	\$ 112,000.00
157	2599-9999005	LANDSCAPING, PLANTS	EACH	213	\$ 35.00	\$ 7,455.00	\$ 20.00	\$ 4,260.00
158	2599-9999005	LANDSCAPING, TRASH RECEPTACLES	EACH	4	\$ 2,200.00	\$ 8,800.00	\$ 2,500.00	\$ 10,000.00
159	2599-9999005	LANDSCAPING, TREE GRATES	EACH	7	\$ 650.00	\$ 4,550.00	\$ 5,000.00	\$ 35,000.00
160	2599-9999005	LIGHTING POLES 14' INSTALL ONLY	EACH	7	\$ 2,000.00	\$ 14,000.00	\$ 1,500.00	\$ 10,500.00
161	2599-9999005	LIGHTING POLES 33'-6" INSTALL ONLY	EACH	5	\$ 3,000.00	\$ 15,000.00	\$ 1,200.00	\$ 6,000.00
162	2599-9999005	MODIFY STORM SEWER STRUCTURE TOP	EACH	3	\$ 750.00	\$ 2,250.00	\$ 4,000.00	\$ 12,000.00
163	2599-9999005	SUBDRAIN, CLEANOUTS, 6" PVC, TYPE A-1	EACH	54	\$ 500.00	\$ 27,000.00	\$ 1,250.00	\$ 67,500.00
164	2599-9999005	TEMPORARY STORM SEWER CONNECTION	EACH	6	\$ 1,000.00	\$ 6,000.00	\$ 2,750.00	\$ 16,500.00
165	2599-9999009	REMOVAL OF WATER MAIN	LF	600	\$ 12.00	\$ 7,200.00	\$ 35.00	\$ 21,000.00
166	2599-9999009	WATER MAIN DIP PIPE INSULATION	LF	180	\$ 115.00	\$ 20,700.00	\$ 125.00	\$ 22,500.00
167	2599-9999010	CONCRETE WASHOUT	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
168	2599-9999010	EMERGENCY VEHICLE WARNING BEACON SYSTEM	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00
169	2599-9999010	LANDSCAPING, 12TH STREET ROUNDABOUT MASONRY COLUMNS	LS	1	\$ 180,000.00	\$ 180,000.00	\$ 125,000.00	\$ 125,000.00
170	2599-9999010	LANDSCAPING, 18TH STREET ROUNDABOUT MASONRY COLUMN	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 60,000.00	\$ 60,000.00
171	2599-9999010	LANDSCAPING, ARCHING GATEWAY FEATURE	LS	1	\$ 342,400.00	\$ 342,400.00	\$ 300,000.00	\$ 300,000.00
172	2599-9999010	LANDSCAPING, CAST STONE SIGN WALLS	LS	1	\$ 174,000.00	\$ 174,000.00	\$ 220,000.00	\$ 220,000.00
173	2599-9999010	LANDSCAPING, SEERLEY BLVD ROUNDABOUT MASONRY COLUMN	LS	1	\$ 261,350.00	\$ 261,350.00	\$ 200,000.00	\$ 200,000.00
174	2599-9999010	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY	LS	1	\$ 27,000.00	\$ 27,000.00	\$ 30,000.00	\$ 30,000.00
175	2599-9999010	STORM SEWER MANHOLE, S-96, 11 FT. X 11 FT.	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00
176	2599-9999010	STORM SEWER MANHOLE, S-97, 11 FT. X 11 FT.	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00
177	2599-9999010	STORM SEWER MANHOLE, S-98, 11 FT. X 11 FT.	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00
178	2599-9999010	WOODEN STEPS AND PORCH REPAIRS, PARCEL 198	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00
179	2599-9999014	LANDSCAPING, PAVERS	SF	22373	\$ 20.35	\$ 455,290.55	\$ 17.50	\$ 391,527.50
180	2599-9999018	BRICK PAVER, REMOVE AND REINSTALL	SY	17	\$ 350.00	\$ 5,950.00	\$ 180.00	\$ 3,060.00
181	2599-9999020	GRANULAR BEDDING	TON	252	\$ 30.00	\$ 7,560.00	\$ 28.00	\$ 7,056.00
182	2599-9999020	LANDSCAPING, MULCH	TON	36	\$ 100.00	\$ 3,600.00	\$ 175.00	\$ 6,300.00
183	2601-2634150	MULCHING, WOOD CELLULOSE FIBER	ACRE	4	\$ 2,000.00	\$ 8,200.00	\$ 3,000.00	\$ 12,300.00
184	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	4	\$ 2,500.00	\$ 10,250.00	\$ 9,500.00	\$ 38,950.00
185	2601-2638352	SLOPE PROTECTION, WOOD EXCELSIOR MAT	SQ	336	\$ 30.00	\$ 10,080.00	\$ 35.00	\$ 11,760.00
186	2601-2639010	SODDING	SQ	1417	\$ 80.00	\$ 113,384.00	\$ 75.00	\$ 106,297.50
187	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	10	\$ 1,500.00	\$ 14,535.00	\$ 1,800.00	\$ 17,442.00
188	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	18607	\$ 2.50	\$ 46,517.50	\$ 2.00	\$ 37,214.00
189	2602-0000351	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	18607	\$ 0.50	\$ 9,303.50	\$ 0.50	\$ 9,303.50
190	2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	LF	560	\$ 12.50	\$ 7,000.00	\$ 18.50	\$ 10,360.00
191	2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	89	\$ 12.50	\$ 1,112.50	\$ 35.00	\$ 3,115.00
192	2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	89	\$ 12.50	\$ 1,112.50	\$ 35.00	\$ 3,115.00
193	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	43	\$ 160.00	\$ 6,880.00	\$ 135.00	\$ 5,805.00
194	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	43	\$ 37.00	\$ 1,591.00	\$ 40.00	\$ 1,720.00
195	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	43	\$ 55.00	\$ 2,365.00	\$ 40.00	\$ 1,720.00
196	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	20	\$ 500.00	\$ 10,000.00	\$ 500.00	\$ 10,000.00
197	2610-0000110	SHRUBS	EACH	45	\$ 45.00	\$ 2,025.00	\$ 75.00	\$ 3,375.00
198	2610-0000120	TREES	EACH	279	\$ 525.00	\$ 146,475.00	\$ 425.00	\$ 118,575.00
199	2610-0000400	WATERING FOR PLANTS	MGAL	60	\$ 300.00	\$ 18,000.00	\$ 140.00	\$ 8,400.00
200	2435-0130160	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EACH	8	\$ 10,000.00	\$ 80,000.00	\$ 22,500.00	\$ 180,000.00
201	2601-2633100	MOWING	ACRE	1	\$ 400.00	\$ 400.00	\$ 165.00	\$ 165.00
SUBTOTAL CONSTRUCTION						\$ 21,383,759.75		\$ 29,997,049.50



DEPARTMENT OF PUBLIC WORKS

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 220 Clay Street
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MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: December 12, 2022

SUBJECT: Recreational River Area and Riverbank Improvements Project
 City Project Number: MC-038-3290
 Bid Opening

On Tuesday, November 23, 2021 at 10:00 a.m. bids were received and opened for the Recreational River Area and Riverbank Improvements Project. A total of two (2) bids were received. The apparent low bidder was Peterson Contractors, Inc. of Reinbeck, Iowa with a base bid of \$6,279,130.00. The following table provides the breakdown of base bid and base bid with alternates received:

	<i>Base Bid</i>	<i>Base Bid + Alternates</i>
<u>Engineering Estimate</u>	\$4,655,231.80	\$5,772,178.80
Peterson Contractors, Inc.	\$6,279,130.00	\$7,428,295.00
TSP Services, Inc.	\$6,489,914.35	\$8,500,937.51

The total estimated base bid cost for the construction of this project is \$4,655,231.80. The City is planning on using General Obligation Bonds, EDA Grant, Emergency Reserve, Blackhawk Gaming Grant, General Revenue, General Fund Savings, Hotel Motel-Parks, Tourism Cash Reserves and Private Donations for the construction of this project.

The Engineering Division is recommending approval of solely the base bid, in the amount of \$6,279,130.00, from Peterson Contractors, Inc. of Reinbeck, Iowa for the Recreational River Area and Riverbank Improvements Project.

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

RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT (#8280099)
 Owner: Cedar Falls IA, City of
 Solicitor: Cedar Falls IA, City of
 11/23/2022 10:00 AM CST

Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Peterson Contractors Inc		TSP Services, Inc	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Instream Improvements - General										
1	11,020-A	Mobilization	LS	1	\$721,500.00	\$721,500.00	\$580,000.00	\$580,000.00	\$407,329.68	\$407,329.68
2	2010-B	Clearing and Grubbing	AC	2	\$3,500.00	\$7,000.00	\$15,000.00	\$30,000.00	\$4,548.55	\$9,097.10
3	9010-A	Conventional Seeding, Seeding, Fertilizing, and Mulching	AC	2.8	\$3,900.00	\$10,920.00	\$8,000.00	\$22,400.00	\$32,980.30	\$92,344.84
4	9040-A-2	SWPPP Management	LS	1	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
5	9040-F-1	Straw Waddle, 9", 25 ft. Length	LF	300	\$4.00	\$1,200.00	\$5.00	\$1,500.00	\$14.31	\$4,293.00
6	9040-N-1	Silt Fencing	LF	1500	\$3.50	\$5,250.00	\$5.00	\$7,500.00	\$15.20	\$22,800.00
7	9040-O-1	Stabilized Construction Entrance	SY	1157	\$8.00	\$9,256.00	\$20.00	\$23,140.00	\$45.79	\$52,979.03
8	9060-A	Chain Link Fence, Galvanized 11.5 Gauge Type, 72" Size	LF	1500	\$8.00	\$12,000.00	\$25.00	\$37,500.00	\$74.53	\$111,795.00
9	9060-F	Temporary Fencing, Orange Plastic 10MIL	LF	300	\$8.00	\$2,400.00	\$4.50	\$1,350.00	\$22.66	\$6,798.00
10	-	Cofferdam Installation and Removal	LS	1	\$955,500.00	\$955,500.00	\$2,500,000.00	\$2,500,000.00	\$676,264.47	\$676,264.47
11	11,010-A	Construction Survey	LS	1	\$20,000.00	\$20,000.00	\$125,000.00	\$125,000.00	\$33,359.95	\$33,359.95
12	-	As-Built Construction Survey	LS	1	\$5,400.00	\$5,400.00	\$35,000.00	\$35,000.00	\$15,036.00	\$15,036.00
13	7030-C	Trail Replacement, Shared Use Path, PCC, 6" thick	SY	3422	\$33.00	\$112,926.00	\$85.00	\$290,870.00	\$198.09	\$677,863.98
14	11,050-A	Concrete Washout	EA	2	\$2,000.00	\$4,000.00	\$7,500.00	\$15,000.00	\$10,328.50	\$20,657.00
15	-	River Right Access Road	LS	1	\$65,000.00	\$65,000.00	\$300,000.00	\$300,000.00	\$442,773.00	\$442,773.00
Instream Improvements - Structure #2 - Put-in River Right										
16	-	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	TON	166	\$240.10	\$39,856.60	\$260.00	\$43,160.00	\$795.80	\$132,102.80
17	-	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	CY Concrete	77	\$536.30	\$41,295.10	\$225.00	\$17,325.00	\$1,112.84	\$85,688.68
18	-	Concrete - low flow	CY Concrete	35	\$536.30	\$18,770.50	\$1,200.00	\$42,000.00	\$2,349.34	\$82,226.90
19	-	Subgrade - Clean angular 3-8" cobble	TON	498	\$72.00	\$35,856.00	\$60.00	\$29,880.00	\$133.93	\$66,697.14
Instream Improvements - Structure #3										
20	-	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	TON	249	\$240.10	\$59,784.90	\$260.00	\$64,740.00	\$621.64	\$154,788.36
21	-	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	CY Concrete	115	\$536.30	\$61,674.50	\$225.00	\$25,875.00	\$1,058.63	\$121,742.45
22	-	Concrete - low flow	CY Concrete	22	\$536.30	\$11,798.60	\$1,200.00	\$26,400.00	\$2,464.50	\$54,219.00
23	-	Subgrade - Clean angular 3-8" cobble	TON	371	\$72.00	\$26,712.00	\$60.00	\$22,260.00	\$142.91	\$53,019.61
Instream Improvements - Structure #4										
24	-	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	TON	98	\$240.10	\$23,529.80	\$260.00	\$25,480.00	\$653.36	\$64,029.28
25	-	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	CY Concrete	45	\$536.30	\$24,133.50	\$225.00	\$10,125.00	\$1,387.36	\$62,431.20
26	-	Concrete - low flow	CY Concrete	35	\$536.30	\$18,770.50	\$1,200.00	\$42,000.00	\$2,347.04	\$82,146.40
27	-	Subgrade - Clean angular 3-8" cobble	TON	98	\$72.00	\$7,056.00	\$60.00	\$5,880.00	\$197.78	\$19,382.44
Instream Improvements - Structure #5										
28	-	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	TON	200	\$240.10	\$48,020.00	\$260.00	\$52,000.00	\$684.24	\$136,848.00
29	-	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	CY Concrete	93	\$536.30	\$49,875.90	\$225.00	\$20,925.00	\$1,310.42	\$121,869.06
30	-	Concrete - low flow	CY Concrete	28	\$536.30	\$15,016.40	\$1,200.00	\$33,600.00	\$2,900.27	\$81,207.56
31	-	Subgrade - Clean angular 3-8" cobble	TON	948	\$72.00	\$68,256.00	\$60.00	\$56,880.00	\$140.28	\$132,985.44
Instream Improvements - Structure #6 - Take-Out River Right										
32	-	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	TON	312	\$240.10	\$74,911.20	\$260.00	\$81,120.00	\$659.62	\$205,801.44
33	-	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	CY Concrete	145	\$536.30	\$77,763.50	\$225.00	\$32,625.00	\$1,270.47	\$184,218.15
34	-	Subgrade - Clean angular 3-8" cobble	TON	648	\$72.00	\$46,656.00	\$60.00	\$38,880.00	\$162.06	\$105,014.88
Instream Improvements - Structure #7 - Clay Hole Safety and Recreational Improvements										
35	-	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	TON	243	\$240.10	\$58,344.30	\$260.00	\$63,180.00	\$568.85	\$138,230.55
36	-	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	CY Concrete	108	\$536.30	\$57,920.40	\$225.00	\$24,300.00	\$1,264.60	\$136,576.80
37	-	Concrete - low flow	CY Concrete	115	\$536.30	\$61,640.00	\$1,200.00	\$138,000.00	\$2,250.31	\$258,785.65
38	-	Concrete Demolition and Shaping	LS	1	\$87,750.00	\$87,750.00	\$50,000.00	\$50,000.00	\$53,507.00	\$53,507.00
39	-	Subgrade - Clean angular 3-8" cobble	TON	1140	\$72.00	\$82,080.00	\$60.00	\$68,400.00	\$121.94	\$139,011.60
Instream Improvements - Structure #8 - Take-out River Left										
40	-	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	TON	68	\$240.10	\$16,326.80	\$260.00	\$17,680.00	\$610.54	\$41,516.72
41	-	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	CY Concrete	31	\$536.30	\$16,625.30	\$225.00	\$6,975.00	\$1,323.10	\$41,016.10
43	-	Subgrade - Clean angular 3-8" cobble	TON	203	\$72.00	\$14,616.00	\$60.00	\$12,180.00	\$192.62	\$39,101.86
Instream Improvements - Miscellaneous										
44	-	Large Random Boulders, 7' Diameter	EA	23	\$1,150.00	\$26,450.00	\$5,000.00	\$115,000.00	\$1,730.83	\$39,809.09
45	-	Miscellaneous Equipment Hours	HR	200	\$535.00	\$107,000.00	\$300.00	\$60,000.00	\$415.00	\$83,000.00
Upland Improvements - General										
47	2010-A	Clearing and Grubbing Concrete/Rebar River Clean Up	CY	25	\$200.00	\$5,000.00	\$325.00	\$8,125.00	\$1,232.76	\$30,819.00
48	2010-E	Excavation, Class 13 River Left additional fill	CY	220	\$50.00	\$11,000.00	\$35.00	\$7,700.00	\$169.60	\$37,312.00
49	2010-E	Excavation, Class 13 River Right additional fill	CY	175	\$50.00	\$8,750.00	\$35.00	\$6,125.00	\$189.26	\$33,120.50
50	7030-C	Shared Use Path (6' wide 6' depth)	SY	927	\$180.00	\$166,860.00	\$150.00	\$139,050.00	\$257.93	\$239,101.11
51	-	Special Concrete-Stained and Stamped	SY	83	\$450.00	\$37,350.00	\$3,250.00	\$269,750.00	\$853.82	\$70,867.06
52	-	Lower Terrace Concrete - Special (Turtle)	SY	114	\$450.00	\$51,300.00	\$2,000.00	\$228,000.00	\$1,162.86	\$132,566.04
53	-	Concrete Expansion Joints and Dowels	EA	20	\$500.00	\$10,000.00	\$500.00	\$10,000.00	\$412.36	\$8,247.20
54	-	Stone Bank Reinforcements	TON	1218	\$685.00	\$834,330.00	\$125.00	\$152,250.00	\$128.32	\$156,293.76
55	-	Specialty Stone @ Upper Plaza	TON	200	\$685.00	\$137,000.00	\$325.00	\$65,000.00	\$350.00	\$70,000.00
56	8020-B	Parking lot Painting, Signs, and Bollards	EA	2	\$2,800.00	\$5,600.00	\$7,500.00	\$15,000.00	\$8,625.30	\$17,250.60
57	-	Signage, 4 Large and 5 Small	EA	12	\$5,850.00	\$70,200.00	\$6,000.00	\$72,000.00	\$5,931.47	\$71,177.64
58	9030-C	Planting Trees, Shrubs, Lawns	LS	1	\$93,000.00	\$93,000.00	\$100,000.00	\$100,000.00	\$126,794.23	\$126,794.23
Base Bid Total:					\$4,655,231.80		\$6,279,130.00		\$6,489,914.35	
Alternate - No. #1										
Alt. No. 1	-	Remove Riprap and Replace with Boulder Fill	TON	1507	\$280.00	\$421,960.00	\$285.00	\$429,495.00	\$414.80	\$625,103.60
Alternate - No. #2										
Alt. No. 2	-	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids. Item shall be used in conjunction with Alt. No 1	CY Concrete	742	\$536.30	\$397,712.00	\$225.00	\$166,950.00	\$722.48	\$536,080.16
Alternate - No. #3										
Alt. No. 3	-	Lighting at Trees and Main Street Bridge	LS	1	\$99,000.00	\$99,000.00	\$270,000.00	\$270,000.00	\$455,561.51	\$455,561.51
Alternate - No. #4										
Alt. No. 4	-	Lighting at 1st Street Bridge	LS	1	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$255,185.51	\$255,185.51
Alternate - No. #5										
Alt. No. 5	-	Shower	LS	1	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00	\$30,052.39	\$30,052.39
Alternate - No. #6										
Alt. No. 6	-	Irrigation	LS	1	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	\$38,387.03	\$38,387.03
Alternate - No. #7										
Alt. No. 7	-	Concrete Mowbands	LF	231	\$25.00	\$5,775.00	\$120.00	\$27,720.00	\$166.16	\$38,382.96
Alternate - No. #8										
Alt. No. 8	-	Benches	EA	2	\$12,250.00	\$24,500.00	\$15,000.00	\$30,000.00	\$16,135.00	\$32,270.00

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls
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MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: December 12, 2022

SUBJECT: Recreational River Area and Riverbank Improvements Project
City Project Number: MC-038-3290
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Peterson Contractors, Inc. for the construction of the Recreational River Area and Riverbank Improvements Project.

The Department of Public Works recommends approving and executing the contract with Peterson Contractors, Inc. for the construction of the Recreational River Area and Riverbank Improvements Project. This project involves the construction of seven instream water features and upland improvements within, and on the banks, of the Cedar River in Cedar Falls, Iowa

If you have any questions or comments feel free to contact me.

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

**FORM OF PROPOSAL
RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS
PROJECT NO. MC-038-3290
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Peterson Contractors, Inc. have personally and carefully examined the specifications and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT** in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Description	Estimated Quantity	Unit	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
1	Mobilization	1	Lump Sum				
2	Clearing and Grubbing	2	ACRE				
3	Conventional Seeding, Seeding, Fertilizing, and Mulching	2.8	Acres				
4	SWPPP Management	1	LS				
5	Straw Waddle, 9", 25 ft. Length	300	Lin. Ft.				
6	Silt Fencing	1500	Lin. Ft.				
7	Stabilized Construction Entrance	1157	SY				
8	Chain Link Fence, Galvanized 11.5 Gauge Type, 72" Size	1500	Lin. Ft.				
9	Temporary Fencing, Orange Plastic 10MIL	300	Lin. Ft.				
10	Cofferdam Installation and Removal	1	Lump Sum				

11	Construction Survey	1	Lump Sum				
12	As-Built Construction Survey	1	Lump Sum				
13	Trail Replacement, Shared Use Path, PCC, 6" thick	3422	SY				
14	Concrete Washout	2	Each				
15	River Right Access Road	1	Lump Sum				
16	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	166	Tons				
17	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	77	Cubic Yards Concrete				
18	Concrete - low flow	35	Cubic Yards Concrete				
19	Subgrade - Clean angular 3-8" cobble	498	Tons				
20	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	249	Tons				
21	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	115	Cubic Yards Concrete				
22	Concrete- low flow	22	Cubic Yards Concrete				
23	Subgrade - Clean angular 3-8" cobble	371	Tons				
24	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	98	Tons				
25	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	45	Cubic Yards Concrete				
26	Concrete- low flow	35	Cubic Yards Concrete				
27	Subgrade - Clean angular 3-8" cobble	98	Tons				
28	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	200	Tons				
29	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	93	Cubic Yards Concrete				
30	Concrete- low flow	28	Cubic Yards Concrete				
31	Subgrade - Clean angular 3-8" cobble	948	Tons				
32	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	312	Tons				

33	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	145	Cubic Yards Concrete				
34	Subgrade - Clean angular 3-8" cobble	648	Tons				
35	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	243	Tons				
36	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	108	Cubic Yards Concrete				
37	Concrete- low flow	115	Cubic Yards Concrete				
38	Concrete Demolition and Shaping	1	Lump Sum				
39	Subgrade - Clean angular 3-8" cobble	1140	Tons				
40	Boulder Fill: Includes excavation/fill, placement, grouting (Paid Separately), and backfill.	68	Tons				
41	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids.	31	Cubic Yards Concrete				
42	Item Deleted from Bid Tabulation	---	---	---	---	---	---
43	Subgrade - Clean angular 3-8" cobble	203	Tons				
44	Large Random Boulders, 7' Diameter	23	Each				
45	Miscellaneous Equipment Hours	200	Hours				
46	Item Deleted from Bid Tabulation	---	---	---	---	---	---
47	Clearing and grubbing Concrete/Rebar River Clean Up	25	Cubic yards				
48	Class 13 excavation River Left	220	Cubic Yards				
49	Class 13 excavation River Left	175	Cubic Yards				
50	6' wide x 6" depth concrete walkways and patios	927	SY				
51	Special Concrete-stained and stamped	83	SY				
52	Lower Terrace Concrete - special (Turtle)	114	SY				
53	Concrete expansion joints and dowels	20	Each				
54	Stone Bank Reinforcements	1218	Tons				
55	Specialty Stone @ Upper Plaza	200	Tons				
56	Parking lot Painting	2	Each				
57	Signage	9	Each				
58	Planting Trees, Shrubs & Lawns	1	Lump Sum				
59	Item Deleted from Bid Tabulation	---	---	---	---	---	---

Alt. No. 1	Remove Riprap and Replace with Boulder Fill	1507	Tons				
Alt. No. 2	Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids. Item shall be used in conjunction with Alt. No. 1	742	Cubic Yards Concrete				
Alt. No. 3	Lighting at Trees and Main Street Bridge	1	Lump Sum				
Alt. No. 4	Lighting at 1 st Street Bridge	1	Lump Sum				
Alt. No. 5	Shower	1	Lump Sum				
Alt. No. 6	Irrigation	1	Lump Sum				
Alt. No. 7	Concrete Mowbands	231	Lin. Ft.				
Alt. No. 8	Benches	2	Each				
Total Base Bid (Items No. 1 -59)							6,279,130. ⁰⁰
Total Bid Including Alternates No. 1 - 8							7,428,295. ⁰⁰

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 10% in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

1336 TW

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No.		Date	
	<u>1</u>		<u>11/4/2022</u>
	<u>2</u>		<u>11/9/2022</u>
	<u>3</u>		<u>11/21/2022</u>

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder
Peterson Contractors, Inc.

104 Black Hawk St. Reinbeck, IA 50669

Official Address

Chris Freshner

By
Project Manager

Title

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
PROJECT NO. MC-038-3290

STATE OF Iowa

COUNTY OF Grundy SS

Chris Fleshner, being first duly sworn, deposes and says that:

(1) We are Representatives of Peterson
(Owner, partner, officer, representative, or agent)

Contractors, Inc., the Bidder that has submitted the attached bid:

(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, Iowa, or any person interested in the proposed Contract; and

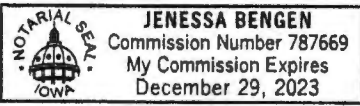
(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

[Signature]
Signed _____
Title Project Manager

Subscribed and sworn to before me
this 23 day of November, 20 22

Jenessa Bengen
Notary Public
Title _____

My Commission expires December 29, 2023



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Peterson Contractors, Inc.
 _____, as Principal, and Travelers Casualty and Surety Company of America
 _____ as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," in the
 penal sum of Ten Percent (10%) of the Total Amount Bid Dollars (\$ 10%) lawful money of the United
 States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and
 successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid
 dated the 11th day of November, 2022, for _____
Recreational River Area and Riverbank Improvements Project, Project No. MC-038-3290, Cedar Falls, IA

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this 24th day of October, A.D., 2022.

Peterson Contractors, Inc. (Seal)
 Principal

By [Signature] (Title)
 president

Travelers Casualty and Surety Company of America (Seal)
 Surety

By [Signature]
 Anne Crowner Attorney-in-fact

[Signature]
 Witness

[Signature]
 Witness Dione R. Young



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **Waukegan**, **Iowa**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **October**, 2022.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

J22118

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2022, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: **RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT**, project number MC-038-3290 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 17th day of October, 2022, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. MC-038-3290 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. Project Specifications
- h. Form of Proposal
- i. Performance, Payment, and Maintenance Bond
- j. Form of Contract
- k. Non-collusion Affidavit of Prime Bidder

I. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.


Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 107691563

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Six Million, Two Hundred Seventy Nine Thousand, One Hundred Thirty Dollars and 00/100 (\$ 6,279,130.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT Project Number MC-038-3290

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. MC-038-3290


Witness our hands, in triplicate, this _____ day of _____, 2022.

Surety Countersigned By:

PRINCIPAL:

Not Required
Signature of Agent

Peterson Contractors, Inc.
Contractor

By: 
Signature
president
Title

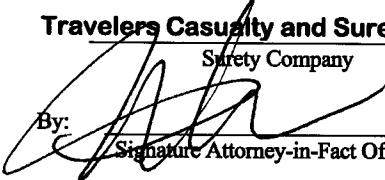
Printed Name of Agent

SURETY:

Company Name

Travelers Casualty and Surety Company of America
Surety Company

Company Address

By: 
Signature Attorney-in-Fact Officer

City, State, Zip Code

Anne Crowner, Attorney-in-Fact & Iowa Resident Agent
Printed Name of Attorney-in-Fact Officer

Company Telephone Number

Holmes, Murphy and Associates, LLC
Company Name

FORM APPROVED BY:

2727 Grand Prairie Parkway
Company Address

Attorney for Owner

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **WAUKEE** **Iowa**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

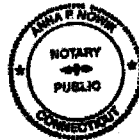
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: CGD745990202

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

Effective 7-1-2022

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
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CGD745990202

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

Effective 7-1-2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #028

This endorsement, effective 12:01 a.m., July 1, 2022, forms a part of
 Policy No. CGD745990202 issued to PETERSON CONTRACTORS, INC.
 by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
 SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2004 EDITION FORMS OR EQUIVALENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #029

This endorsement, effective 12:01 a.m., July 1, 2022, forms a part of Policy No. CGD745990202 issued to PETERSON CONTRACTORS, INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2004 EDITION FORMS OR EQUIVALENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
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 other terms and conditions of this policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 7/1/2022 , forms a part of

Policy No. CGD7459902 issued to Peterson Contractors, Inc.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #031

This endorsement, effective 12:01 a.m., July 1, 2022, forms a part of Policy No. CGD7459902 issued
to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITIES ENDORSEMENT

**CITY OF DES MOINES, IOWA
CITY OF CEDAR RAPIDS, IOWA
CITY OF CORALVILLE, IOWA
CITY OF CEDAR FALLS, IOWA
CITY OF DUBUQUE, IOWA**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under the terms of this Endorsement, Jurisdiction shall mean any municipal corporation, as defined in Chapter 670 of the Iowa Code, with respect to all work and services performed by the named insured for any such Jurisdiction as identified on any Certificate of Insurance issued as proof of insurance as required by the Urban Standard Specifications for Public Improvements.

1. **Cancellation and Material Change**

Thirty (3) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits, and ten (10) days written notice of non-payment of premium shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.

2. **Additional Insured**

The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to insured autos and arising out of the contractor's work and services performed for the Jurisdiction. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection

available to the Additional Insureds, whether other available coverage be primary, contributing, or excess.

3. Government Immunities

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

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7-1-2022 Policy No. CWD7459901 Endorsement No.

Insured PETERSON CONTRACTORS, INC.

Insurance Company
XL Specialty Insurance Company

Countersigned by Zach Counsell

WC 00 03 13
(Ed. 4-84)



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: December 8, 2022
SUBJECT: FY2023-2028 Capital Improvements Program (CIP)

Attached is the required notice for the proposed FY2023-2028 Capital Improvements Program (CIP) hearing. The CIP will be presented at committee on December 19th.

The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for January 3, 2023.

If you have any questions about the CIP or the process, please feel free to contact me.

**NOTICE OF PUBLIC HEARING FOR THE
FY2023-2028 CAPITAL IMPROVEMENTS PROGRAM (CIP)**

Notice is hereby given that the Cedar Falls City Council of the City of Cedar Falls, Iowa will conduct a public hearing on the proposed FY2023-2028 Capital Improvements Program (CIP) at 7:00 p.m. on the 3rd day of January 2023, said meeting to be held in the Council Chamber in City Hall, 220 Clay Street, Cedar Falls, Iowa.

Copies of the foregoing described document are on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa and may be inspected by any persons interested. Written comments to said proposed Capital Improvements Program may be filed with the City Clerk of the City of Cedar Falls, Iowa on or before the date of hearing, and all objections will be heard at the time of said hearing.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

By: Jacqueline Danielsen, City Clerk

Daily Invoices for 12/19/22 Council Meeting

Item 28.

PREPARED 12/13/2022, 8:53:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 05/2023

GROUP	PO	ACCTG	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD DATE NUMBER				POST DT ---
FUND 101 GENERAL FUND							
101-0000-213.00-00				CURRENT LIABILITY / SALES TAX PAYABLE			
719		05/23 AP	11/08/22 0006545	IOWA DEPT.OF REVENUE RECREATION	2,416.06		12/01/22
				MONTHLY SALES TAX			
				ACCOUNT TOTAL	2,416.06	.00	2,416.06
101-1008-441.71-01				OFFICE SUPPLIES / OFFICE SUPPLIES			
719		05/23 AP	11/16/22 0006540	FARMERS STATE BANK	59.45		12/01/22
				DEPOSIT TICKET BOOKS			
719		05/23 AP	11/16/22 0006540	FARMERS STATE BANK		18.92	12/01/22
				REF:TAX ON DEPOSIT BOOKS			
				ACCOUNT TOTAL	59.45	18.92	40.53
101-1028-441.71-01				OFFICE SUPPLIES / OFFICE SUPPLIES			
719		05/23 AP	11/16/22 0006540	FARMERS STATE BANK	40.54		12/01/22
				DEPOSIT TICKET BOOKS			
				ACCOUNT TOTAL	40.54	.00	40.54
101-1028-441.89-17				MISCELLANEOUS SERVICES / BANK SERVICE CHARGES			
719		05/23 AP	11/30/22 0006541	FARMERS STATE BANK	12.00		12/01/22
				INCOMING WIRE FEE			
719		05/23 AP	11/30/22 0006542	FARMERS STATE BANK	12.00		12/01/22
				INCOMING WIRE FEE			
719		05/23 AP	11/30/22 0006543	FARMERS STATE BANK	20.00		12/01/22
				VOYA OUTGOING WIRE			
719		05/23 AP	11/16/22 0006539	FARMERS STATE BANK	20.00		12/01/22
				VOYA OUTGOING WIRE			
719		05/23 AP	11/02/22 0006538	FARMERS STATE BANK	20.00		12/01/22
				VOYA OUTGOING WIRE			
				ACCOUNT TOTAL	84.00	.00	84.00
101-1038-441.81-32				PROFESSIONAL SERVICES / TUITION ASSISTANCE			
962		06/23 AP	11/30/22 0397995	SMITH JR, TIMOTHY B	1,134.00		12/12/22
				TUITION REIMBURSEMENT			
				DIVERSITY & INCLUSION			
				ACCOUNT TOTAL	1,134.00	.00	1,134.00
101-1038-441.89-82				MISCELLANEOUS SERVICES / SECTION 105			
719		05/23 AP	11/08/22 0006548	ISOLVED BENEFIT SERVICES, INC	703.80		12/01/22
				CAFE ADMIN FEE-OCT'22			
				ACCOUNT TOTAL	703.80	.00	703.80

PREPARED 12/13/2022, 8:53:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 05/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
715		06/23 AP		11/08/22	0397982	OFFICE EXPRESS OFFICE PRODUCT REMOVABLE TAPE (X12)	42.60			12/01/22
					ACCOUNT TOTAL		42.60	.00	42.60	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
804		06/23 AP		10/27/22	0397985	QUADIENT FINANCE USA, INC. POSTAGE	462.38			12/01/22
					ACCOUNT TOTAL		462.38	.00	462.38	
101-1060-423.73-06 OTHER SUPPLIES / BUILDING REPAIR										
804		06/23 AP		10/26/22	0397967	ALLIED GLASS PRODUCTS DOOR TRANSOM STOP LABOR & MATERIALS	330.41			12/01/22
					ACCOUNT TOTAL		330.41	.00	330.41	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
804		06/23 AP		11/11/22	0397978	GORDON FLESCH COMPANY INC COPIER CONTRACT 015-1483981-000	1,570.88			12/01/22
					ACCOUNT TOTAL		1,570.88	.00	1,570.88	
101-1060-423.85-01 UTILITIES / UTILITIES										
715		06/23 AP		11/05/22	0397973	CEDAR FALLS UTILITIES LIBRARY UTILITIES	4,662.97			12/01/22
					ACCOUNT TOTAL		4,662.97	.00	4,662.97	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
715		06/23 AP		11/11/22	0397969	ARAMARK LIBRARY MAT SERVICE	23.55			12/01/22
719		05/23 AP		11/02/22	0006564	PROFESSIONAL SOLUTIONS OCTOBER CREDIT CARD FEE	15.99			12/01/22
715		06/23 AP		10/28/22	0397969	ARAMARK LIBRARY MAT SERVICE	23.55			12/01/22
					ACCOUNT TOTAL		63.09	.00	63.09	
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
804		06/23 AP		11/17/22	0397971	BAKER & TAYLOR BOOKS ADULT BOOKS (MEM HOGAN)	85.61			12/01/22
804		06/23 AP		11/14/22	0397971	BAKER & TAYLOR BOOKS	33.04			12/01/22

PREPARED 12/13/2022, 8:53:33
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
ACCOUNTING PERIOD 05/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
804		06/23 AP		11/11/22	0397971	BAKER & TAYLOR BOOKS	15.95			12/01/22
715		06/23 AP		11/09/22	0397971	BAKER & TAYLOR BOOKS	30.77			12/01/22
715		06/23 AP		11/08/22	0397971	BAKER & TAYLOR BOOKS	14.99			12/01/22
715		06/23 AP		11/07/22	0397971	BAKER & TAYLOR BOOKS	16.53			12/01/22
715		06/23 AP		11/07/22	0397971	BAKER & TAYLOR BOOKS	16.10			12/01/22
715		06/23 AP		11/02/22	0397971	BAKER & TAYLOR BOOKS	75.45			12/01/22
715		06/23 AP		11/01/22	0397971	BAKER & TAYLOR BOOKS	49.58			12/01/22
ACCOUNT TOTAL							338.02	.00	338.02	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
715		06/23 AP		11/09/22	0397971	BAKER & TAYLOR BOOKS	52.20			12/01/22
ACCOUNT TOTAL							52.20	.00	52.20	
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
804		06/23 AP		11/17/22	0397986	SHOWCASES	16.04			12/01/22
804		06/23 AP		11/14/22	0397976	DEMCO, INC	80.18			12/01/22
715		06/23 AP		11/08/22	0397976	DEMCO, INC	81.40			12/01/22
ACCOUNT TOTAL							177.62	.00	177.62	
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
715		06/23 AP		11/01/22	0397981	OCLC, INC. CATALOG AND METADATA SUBSCRIPTION	779.19			12/01/22
ACCOUNT TOTAL							779.19	.00	779.19	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
804		06/23 AP		11/17/22	0397971	BAKER & TAYLOR BOOKS	479.53			12/01/22
804		06/23 AP		11/14/22	0397971	BAKER & TAYLOR BOOKS	434.35			12/01/22

PREPARED 12/13/2022, 8:53:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
 ACCOUNTING PERIOD 05/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued					
804		06/23 AP		11/11/22	0397971	BAKER & TAYLOR BOOKS	118.50		12/01/22		
		ADULT BOOKS									
804		06/23 AP		11/11/22	0397971	BAKER & TAYLOR BOOKS	458.08		12/01/22		
		3RD AGE ADULT BOOKS									
715		06/23 AP		11/09/22	0397971	BAKER & TAYLOR BOOKS	29.24		12/01/22		
		ADULT BOOKS									
715		06/23 AP		11/08/22	0397971	BAKER & TAYLOR BOOKS	313.98		12/01/22		
		ADULT BOOKS									
715		06/23 AP		11/07/22	0397971	BAKER & TAYLOR BOOKS	33.05		12/01/22		
		ADULT BOOKS									
715		06/23 AP		11/07/22	0397971	BAKER & TAYLOR BOOKS	224.54		12/01/22		
		ADULT BOOKS									
715		06/23 AP		11/02/22	0397971	BAKER & TAYLOR BOOKS	313.43		12/01/22		
		ADULT BOOKS									
715		06/23 AP		11/01/22	0397971	BAKER & TAYLOR BOOKS	183.45		12/01/22		
		ADULT BOOKS									
715		06/23 AP		11/01/22	0397971	BAKER & TAYLOR BOOKS	16.53		12/01/22		
		ADULT BOOKS									
715		06/23 AP		10/28/22	0397971	BAKER & TAYLOR BOOKS	172.60		12/01/22		
		ADULT BOOKS									
715		06/23 AP		10/28/22	0397971	BAKER & TAYLOR BOOKS	99.00		12/01/22		
		3RD AGE ADULT BOOKS									
715		06/23 AP		10/25/22	0397971	BAKER & TAYLOR BOOKS	537.44		12/01/22		
		ADULT BOOKS									
715		06/23 AP		10/22/22	0397971	BAKER & TAYLOR BOOKS	148.95		12/01/22		
		ADULT BOOKS									
715		06/23 AP		10/17/22	0397980	IOWA POETRY ASSOCIATION	12.75		12/01/22		
		ADULT BOOKS									
		ACCOUNT TOTAL						3,575.42	0.00	3,575.42	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS											
804		06/23 AP		11/17/22	0397971	BAKER & TAYLOR BOOKS	10.82		12/01/22		
		YOUNG ADULT BOOKS									
804		06/23 AP		11/14/22	0397971	BAKER & TAYLOR BOOKS	28.47		12/01/22		
		YOUNG ADULT BOOKS									
715		06/23 AP		11/08/22	0397971	BAKER & TAYLOR BOOKS	5.99		12/01/22		
		YOUNG ADULT BOOKS									
715		06/23 AP		11/07/22	0397971	BAKER & TAYLOR BOOKS	372.44		12/01/22		
		YOUNG ADULT BOOKS									
715		06/23 AP		11/07/22	0397971	BAKER & TAYLOR BOOKS	6.59		12/01/22		
		YOUNG ADULT BOOKS									
715		06/23 AP		11/02/22	0397971	BAKER & TAYLOR BOOKS	37.48		12/01/22		
		YOUNG ADULT BOOKS									
715		06/23 AP		11/01/22	0397971	BAKER & TAYLOR BOOKS	28.49		12/01/22		
		YOUNG ADULT BOOKS									
715		06/23 AP		11/01/22	0397971	BAKER & TAYLOR BOOKS	10.79		12/01/22		
		YOUNG ADULT BOOKS									

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FUND 101 GENERAL FUND										
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS						continued				
715		06/23 AP		10/28/22	0397971	BAKER & TAYLOR BOOKS	117.64		12/01/22	
715						YOUNG ADULT BOOKS				
715		06/23 AP		10/25/22	0397971	BAKER & TAYLOR BOOKS	13.29		12/01/22	
715						YOUNG ADULT BOOKS				
715		06/23 AP		10/22/22	0397971	BAKER & TAYLOR BOOKS	10.82		12/01/22	
						YOUNG ADULT BOOKS				
		ACCOUNT TOTAL						642.82	.00	642.82
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
804		06/23 AP		11/17/22	0397971	BAKER & TAYLOR BOOKS	63.37		12/01/22	
						YOUTH BOOKS				
804		06/23 AP		11/14/22	0397971	BAKER & TAYLOR BOOKS	10.82		12/01/22	
						YOUTH BOOKS				
804		06/23 AP		11/11/22	0397971	BAKER & TAYLOR BOOKS	18.80		12/01/22	
						YOUTH BOOKS				
715		06/23 AP		11/09/22	0397971	BAKER & TAYLOR BOOKS	196.08		12/01/22	
						YOUTH BOOKS				
715		06/23 AP		11/08/22	0397971	BAKER & TAYLOR BOOKS	27.78		12/01/22	
						YOUTH BOOKS				
715		06/23 AP		11/07/22	0397971	BAKER & TAYLOR BOOKS	69.93		12/01/22	
						YOUTH BOOKS				
715		06/23 AP		11/07/22	0397971	BAKER & TAYLOR BOOKS	72.55		12/01/22	
						YOUTH BOOKS				
715		06/23 AP		11/04/22	0397971	BAKER & TAYLOR BOOKS	1,102.16		12/01/22	
						YOUTH BOOKS				
715		06/23 AP		11/02/22	0397971	BAKER & TAYLOR BOOKS	21.60		12/01/22	
						YOUTH BOOKS				
715		06/23 AP		11/01/22	0397971	BAKER & TAYLOR BOOKS	40.21		12/01/22	
						YOUTH BOOKS				
715		06/23 AP		10/28/22	0397971	BAKER & TAYLOR BOOKS	42.64		12/01/22	
						YOUTH BOOKS				
715		06/23 AP		10/25/22	0397971	BAKER & TAYLOR BOOKS	25.58		12/01/22	
						YOUTH BOOKS				
715		06/23 AP		10/22/22	0397971	BAKER & TAYLOR BOOKS	97.45		12/01/22	
						YOUTH BOOKS				
715		06/23 AP		10/20/22	0397971	BAKER & TAYLOR BOOKS	448.80		12/01/22	
						YOUTH BOOKS				
		ACCOUNT TOTAL						2,237.77	.00	2,237.77
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
804		06/23 AP		11/17/22	0397971	BAKER & TAYLOR BOOKS	21.00		12/01/22	
						LARGE PRINT BOOKS				
804		06/23 AP		11/16/22	0397974	CENGAGE LEARNING INC	27.29		12/01/22	
						LARGE PRINT BOOKS				
804		06/23 AP		11/15/22	0397974	CENGAGE LEARNING INC	26.59		12/01/22	

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FUND 101 GENERAL FUND									
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS						continued			
804				06/23 AP 11/14/22	0397971	BAKER & TAYLOR BOOKS	63.84		12/01/22
804				06/23 AP 11/13/22	0397974	CENGAGE LEARNING INC	21.69		12/01/22
804				06/23 AP 11/11/22	0397974	CENGAGE LEARNING INC	46.18		12/01/22
715				06/23 AP 11/08/22	0397974	CENGAGE LEARNING INC	27.29		12/01/22
715				06/23 AP 11/07/22	0397971	BAKER & TAYLOR BOOKS	19.20		12/01/22
715				06/23 AP 11/01/22	0397971	BAKER & TAYLOR BOOKS	37.79		12/01/22
715				06/23 AP 11/01/22	0397975	CENTER POINT LARGE PRINT	49.14		12/01/22
715				06/23 AP 10/30/22	0397974	CENGAGE LEARNING INC	26.59		12/01/22
715				06/23 AP 10/25/22	0397971	BAKER & TAYLOR BOOKS	17.67		12/01/22
715				06/23 AP 10/25/22	0397974	CENGAGE LEARNING INC	26.59		12/01/22
715				06/23 AP 10/22/22	0397971	BAKER & TAYLOR BOOKS	19.20		12/01/22
715				06/23 AP 10/19/22	0397974	CENGAGE LEARNING INC	19.59		12/01/22
ACCOUNT TOTAL							449.65	.00	449.65
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
804				06/23 AP 11/17/22	0397971	BAKER & TAYLOR BOOKS	71.49		12/01/22
804				06/23 AP 11/11/22	0397971	BAKER & TAYLOR BOOKS	16.49		12/01/22
715				06/23 AP 11/02/22	0397971	BAKER & TAYLOR BOOKS	50.58		12/01/22
715				06/23 AP 10/28/22	0397972	BAKER & TAYLOR ENTERTAINMENT	11.88		12/01/22
715				06/23 AP 10/27/22	0397972	BAKER & TAYLOR ENTERTAINMENT	163.71		12/01/22
715				06/23 AP 10/25/22	0397971	BAKER & TAYLOR BOOKS	24.75		12/01/22
715				06/23 AP 10/24/22	0397972	BAKER & TAYLOR ENTERTAINMENT	51.77		12/01/22
715				06/23 AP 10/22/22	0397971	BAKER & TAYLOR BOOKS	21.99		12/01/22
ACCOUNT TOTAL							412.66	.00	412.66

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FUND 101 GENERAL FUND											
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO											
804		06/23 AP		11/18/22	0397972	BAKER & TAYLOR ENTERTAINMENT	13.99		12/01/22		
		ADULT VIDEOS									
804		06/23 AP		11/11/22	0397972	BAKER & TAYLOR ENTERTAINMENT	51.77		12/01/22		
		ADULT VIDEOS									
715		06/23 AP		11/08/22	0397972	BAKER & TAYLOR ENTERTAINMENT	9.08		12/01/22		
		ADULT VIDEOS									
715		06/23 AP		11/04/22	0397972	BAKER & TAYLOR ENTERTAINMENT	104.86		12/01/22		
		ADULT VIDEOS									
715		06/23 AP		10/31/22	0397972	BAKER & TAYLOR ENTERTAINMENT	52.47		12/01/22		
		ADULT VIDEOS									
715		06/23 AP		10/28/22	0397972	BAKER & TAYLOR ENTERTAINMENT	13.29		12/01/22		
		ADULT VIDEOS									
715		06/23 AP		10/27/22	0397972	BAKER & TAYLOR ENTERTAINMENT	46.67		12/01/22		
		ADULT VIDEOS									
715		06/23 AP		10/24/22	0397972	BAKER & TAYLOR ENTERTAINMENT	125.23		12/01/22		
		ADULT VIDEOS									
715		06/23 AP		10/24/22	0397972	BAKER & TAYLOR ENTERTAINMENT	13.99		12/01/22		
		ADULT VIDEOS									
		ACCOUNT TOTAL						431.35	.00	431.35	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES											
804		06/23 AP		11/16/22	0397979	INGRAM ENTERTAINMENT INC.	126.98		12/01/22		
		YOUNG ADULT VIDEO GAMES									
715		06/23 AP		11/04/22	0397979	INGRAM ENTERTAINMENT INC.	240.96		12/01/22		
		YOUNG ADULT VIDEO GAMES									
715		06/23 AP		11/04/22	0397979	INGRAM ENTERTAINMENT INC.	106.98		12/01/22		
		YOUNG ADULT VIDEO GAMES									
715		06/23 AP		11/02/22	0397979	INGRAM ENTERTAINMENT INC.	46.99		12/01/22		
		YOUNG ADULT VIDEO GAMES									
715		06/23 AP		11/01/22	0397979	INGRAM ENTERTAINMENT INC.	46.99		12/01/22		
		YOUNG ADULT VIDEO GAMES									
715		06/23 AP		10/26/22	0397977	EBSCO INFORMATION SERVICES	1,798.00		12/01/22		
		NOVELIST PLUS FY23 RENEWL									
715		06/23 AP		10/19/22	0397979	INGRAM ENTERTAINMENT INC.	66.99		12/01/22		
		YOUNG ADULT VIDEO GAMES									
876		05/23 AP		10/12/22	0397856	SCHOLASTIC ENTERTAINMENT INC.		710.87	11/30/22		
		VOID CHECK-WRONG VENDOR YOUNG ADULT VIDEO GAMES									
		ACCOUNT TOTAL						2,433.89	710.87	1,723.02	
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS											
715		06/23 AP		11/14/22	0397968	AMERICAN LIBRARY ASSOCIATION	70.00		12/01/22		
		SUBSCRIPTION RENEWAL 1 YR 01/01/2023-12/31/2023									
715		06/23 AP		11/07/22	0397983	OLD HOUSE JOURNAL	28.00		12/01/22		
		SUBSCRIPTION (1 YEAR)									
715		06/23 AP		11/04/22	0397977	EBSCO INFORMATION SERVICES	3,356.32		12/01/22		

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FUND 101 GENERAL FUND									
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS						continued			
					FY23 MAGAZINE ORDER				
715		06/23 AP		04/13/22	0397977	EBSCO INFORMATION SERVICES		23.75	12/01/22
						MEMO DUE TO CANCELLATIONS			
715		06/23 AP		01/13/22	0397977	EBSCO INFORMATION SERVICES		60.00	12/01/22
						MEMO DUE TO CANCELLATION			
					ALTERNATIVE PRESS CREDIT				
					ACCOUNT TOTAL		3,454.32	83.75	3,370.57
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS									
804		06/23 AP		11/15/22	0397984	OVERDRIVE, INC.	182.49		12/01/22
						ADULT E-BOOKS			
804		06/23 AP		11/15/22	0397984	OVERDRIVE, INC.	199.56		12/01/22
						ADULT AUDIO BOOKS			
804		06/23 AP		11/15/22	0397984	OVERDRIVE, INC.	65.00		12/01/22
						ADULT E-BOOKS			
804		06/23 AP		11/15/22	0397984	OVERDRIVE, INC.	114.99		12/01/22
						ADULT AUDIO BOOKS			
804		06/23 AP		11/15/22	0397984	OVERDRIVE, INC.	65.00		12/01/22
						ADULT E-BOOKS			
804		06/23 AP		11/15/22	0397984	OVERDRIVE, INC.	33.15		12/01/22
						ADULT E-BOOKS			
715		06/23 AP		11/08/22	0397984	OVERDRIVE, INC.	296.00		12/01/22
						ADULT E-BOOKS			
715		06/23 AP		11/08/22	0397984	OVERDRIVE, INC.	256.50		12/01/22
						ADULT AUDIO BOOKS			
715		06/23 AP		11/08/22	0397984	OVERDRIVE, INC.	43.99		12/01/22
						ADULT E-BOOKS			
715		06/23 AP		11/08/22	0397984	OVERDRIVE, INC.	65.00		12/01/22
						ADULT AUDIO BOOKS			
715		06/23 AP		11/01/22	0397984	OVERDRIVE, INC.	55.00		12/01/22
						ADULT E-BOOKS			
715		06/23 AP		10/27/22	0397984	OVERDRIVE, INC.	168.81		12/01/22
						ADULT E-BOOKS			
715		06/23 AP		10/27/22	0397984	OVERDRIVE, INC.	145.37		12/01/22
						ADULT AUDIO BOOKS			
715		06/23 AP		10/27/22	0397984	OVERDRIVE, INC.	59.99		12/01/22
						ADULT AUDIO BOOKS			
715		06/23 AP		10/19/22	0397984	OVERDRIVE, INC.	47.99		12/01/22
						ADULT E-BOOKS			
715		06/23 AP		10/19/22	0397984	OVERDRIVE, INC.	79.99		12/01/22
						ADULT AUDIO BOOKS			
					ACCOUNT TOTAL		1,878.83	0.00	1,878.83
101-1199-411.32-64 COMM PROTECTION GRANTS / FIRE EQUIPMENT GRANT									
936		06/23 AP		12/06/22	0397956	BEYOND PINK TEAM	1,883.28		12/08/22
						PINK RIBBON CAMPAIGN'22			

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FUND 101 GENERAL FUND										
101-1199-411.32-64 COMM PROTECTION GRANTS / FIRE EQUIPMENT GRANT							continued			
ACCOUNT TOTAL							1,883.28	.00	1,883.28	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
962	06/23	AP		12/08/22	0397989	BLACK HAWK CO.RECORDER CEDAR BROOK	12.00			12/12/22
962	06/23	AP		12/08/22	0397989	BLACK HAWK CO.RECORDER TOOTH TRIO	62.00			12/12/22
962	06/23	AP		12/08/22	0397989	BLACK HAWK CO.RECORDER COMMUNITY UNITED	62.00			12/12/22
962	06/23	AP		12/08/22	0397989	BLACK HAWK CO.RECORDER D&D	57.00			12/12/22
ACCOUNT TOTAL							193.00	.00	193.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
877	05/23	AP		11/15/22	0397930	CEDAR FALLS UTILITIES UTILITIES THRU 11/15/22	80.17			11/30/22
719	05/23	AP		11/02/22	0006554	PROFESSIONAL SOLUTIONS OCTOBER CREDIT CARD FEE	54.49			12/01/22
ACCOUNT TOTAL							134.66	.00	134.66	
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
936	06/23	AP		11/30/22	0397959	BROWN, DANIEL REF:DEC'22 INS. PREM. PAID IN ERROR	1,238.72			12/08/22
ACCOUNT TOTAL							1,238.72	.00	1,238.72	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
719	05/23	AP		11/16/22	0006540	FARMERS STATE BANK DEPOSIT TICKET BOOKS	36.48			12/01/22
ACCOUNT TOTAL							36.48	.00	36.48	
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
719	05/23	AP		11/02/22	0006560	PROFESSIONAL SOLUTIONS OCTOBER CREDIT CARD FEE	902.87			12/01/22
719	05/23	AP		11/02/22	0006561	PROFESSIONAL SOLUTIONS OCTOBER CREDIT CARD FEE	291.68			12/01/22
ACCOUNT TOTAL							1,194.55	.00	1,194.55	

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FUND 101 GENERAL FUND										
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
719		05/23 AP		11/16/22	0006540	FARMERS STATE BANK DEPOSIT TICKET BOOKS	40.54			12/01/22
						ACCOUNT TOTAL	40.54	.00	40.54	
101-2253-423.85-01 UTILITIES / UTILITIES										
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES UTILITIES THRU 11/15/22	5,276.33			11/30/22
						ACCOUNT TOTAL	5,276.33	.00	5,276.33	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES										
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES UTILITIES THRU 11/15/22	1,865.70			11/30/22
						ACCOUNT TOTAL	1,865.70	.00	1,865.70	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
719		05/23 AP		11/02/22	0006562	PROFESSIONAL SOLUTIONS OCTOBER CREDIT CARD FEE	6.95			12/01/22
719		05/23 AP		11/02/22	0006563	PROFESSIONAL SOLUTIONS OCTOBER CREDIT CARD FEE	6.95			12/01/22
719		05/23 AP		11/02/22	0006556	PROFESSIONAL SOLUTIONS OCTOBER CREDIT CARD FEES	211.56			12/01/22
719		05/23 AP		11/02/22	0006558	PROFESSIONAL SOLUTIONS OCTOBER CREDIT CARD FEES	683.33			12/01/22
						ACCOUNT TOTAL	908.79	.00	908.79	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
719		05/23 AP		11/16/22	0006540	FARMERS STATE BANK DEPOSIT TICKET BOOKS	8.11			12/01/22
						ACCOUNT TOTAL	8.11	.00	8.11	
101-2280-423.85-01 UTILITIES / UTILITIES										
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES UTILITIES THRU 11/15/22	731.17			11/30/22
						ACCOUNT TOTAL	731.17	.00	731.17	
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
900		06/23 AP		11/29/22	0397937	HACKENMILLER, SUZANNE B BARTL	250.00			12/02/22

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									POST DT
FUND 101 GENERAL FUND									
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS						continued			
877				05/23 AP 10/27/22	0397936	UNITED SPINAL ASSN, IOWA CHAP EXTUNATING CIRCUMSTANCE	155.00		11/30/22
						ACCOUNT TOTAL	405.00	.00	405.00
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
719				05/23 AP 11/10/22	0006529	CLOVER APP	12.66		12/01/22
719				05/23 AP 11/02/22	0006555	PROFESSIONAL SOLUTIONS	11.90		12/01/22
719				05/23 AP 11/02/22	0006556	PROFESSIONAL SOLUTIONS	15.23		12/01/22
719				05/23 AP 11/02/22	0006557	PROFESSIONAL SOLUTIONS	52.04		12/01/22
						ACCOUNT TOTAL	91.83	.00	91.83
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
719				05/23 AP 11/14/22	0006551	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	90.97		12/01/22
						ACCOUNT TOTAL	90.97	.00	90.97
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
719				05/23 AP 11/14/22	0006551	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	26.00		12/01/22
						ACCOUNT TOTAL	26.00	.00	26.00
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
877				05/23 AP 11/15/22	0397930	CEDAR FALLS UTILITIES	47.30		11/30/22
719				05/23 AP 11/02/22	0006553	PROFESSIONAL SOLUTIONS	26.60		12/01/22
						ACCOUNT TOTAL	73.90	.00	73.90
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
877				05/23 AP 11/16/22	0397935	MCNAMARA, SHEA	175.00		11/30/22
900				06/23 AP 11/13/22	0397938	HEUER, BROOKE	11.76		12/02/22
877				05/23 AP 10/31/22	0397932	JANIKOWSKI, KYLE	49.95		11/30/22

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FUND 101 GENERAL FUND										
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT						continued				
					RMB:OPT.EQUIP.-BODY CAM	CASE-ZERO9 HOLSTERS				
					ACCOUNT TOTAL		236.71	.00	236.71	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
936		06/23 AP		12/02/22	0397954	BALTES, THOMAS	180.50			12/08/22
					RMB:MEALS-FIREARMS INSTR.	CAMP DODGE, JOHNSTON				
936		06/23 AP		11/20/22	0397966	SCHMIDT, LUCAS	53.85			12/08/22
					RMB:MEALS-FIRE INSTR.2	WASHINGTON, IA				
					ACCOUNT TOTAL		234.35	.00	234.35	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
962		06/23 AP		11/22/22	0397996	YOUNG, NOLAN	154.08			12/12/22
					RMB:UNIFORM ALLOWANCE	5.11 TACTICAL				
900		06/23 AP		11/13/22	0397938	HEUER, BROOKE	123.05			12/02/22
					RMB:UNIFORM ALLOWANCE	GALLS				
900		06/23 AP		11/11/22	0397940	PURDY, TROY	94.86			12/02/22
					RMB:UNIFORM ALLOWANCE	GOVX,VIKTOS BLACK ARMS CO				
900		06/23 AP		11/11/22	0397939	LECHTENBERG, AUSTIN	30.14			12/02/22
					RMB:UNIFORM ALLOWANCE	13FIFTY APPAREL				
936		06/23 AP		11/09/22	0397965	O'NEILL, DENNIS	341.92			12/08/22
					RMB:UNIFORM ALLOWANCE	MEN'S WAREHOUSE				
877		05/23 AP		11/04/22	0397931	DANILSON, CEDRIC	12.00			11/30/22
					RMB:UNIFORM ALLOWANCE	COVER ALL EMBROIDERY				
877		05/23 AP		11/04/22	0397934	MARTINEZ, OMAR	284.85			11/30/22
					RMB:UNIFORM ALLOWANCE	MIDWEST DEFENSE SOLUTIONS				
877		05/23 AP		10/31/22	0397932	JANIKOWSKI, KYLE	128.36			11/30/22
					RMB:UNIFORM ALLOWANCE	BATES				
					ACCOUNT TOTAL		1,169.26	.00	1,169.26	
101-6613-433.85-01 UTILITIES / UTILITIES										
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES	349.39			11/30/22
					UTILITIES THRU 11/15/22					
					ACCOUNT TOTAL		349.39	.00	349.39	
101-6616-446.85-01 UTILITIES / UTILITIES										
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES	4,568.52			11/30/22
					UTILITIES THRU 11/15/22					
					ACCOUNT TOTAL		4,568.52	.00	4,568.52	

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FUND 101 GENERAL FUND										
101-6625-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
719		05/23 AP		11/16/22	0006540	FARMERS STATE BANK DEPOSIT TICKET BOOKS	36.48			12/01/22
						ACCOUNT TOTAL	36.48	.00	36.48	
101-6625-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
918		06/23 AP		10/07/22	0397945	IOWA DEPT-TRANSPORTATION PCC LEVEL 2 RECERT.-KANE CEDAR RAPIDS	120.00			12/06/22
						ACCOUNT TOTAL	120.00	.00	120.00	
101-6633-423.85-01 UTILITIES / UTILITIES										
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES UTILITIES THRU 11/15/22	1,395.39			11/30/22
						ACCOUNT TOTAL	1,395.39	.00	1,395.39	
						FUND TOTAL	50,743.05	813.54	49,929.51	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-56						OPERATING SUPPLIES / FLOOD CONTROL				
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES UTILITIES THRU 11/15/22	136.95			11/30/22
						ACCOUNT TOTAL	136.95	.00	136.95	
206-6637-436.85-01 UTILITIES / UTILITIES										
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES UTILITIES THRU 11/15/22	51.16			11/30/22
						ACCOUNT TOTAL	51.16	.00	51.16	
206-6647-436.85-01 UTILITIES / UTILITIES										
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES UTILITIES THRU 11/15/22	489.92			11/30/22
						ACCOUNT TOTAL	489.92	.00	489.92	
						FUND TOTAL	678.03	.00	678.03	

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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										
881		06/23 AP		12/01/22	0038974	BAUCH, JAMES C	460.00			11/30/22
		HAP Lewis H 122022								
881		06/23 AP		12/01/22	0039026	RINNELS, DOUGLAS G.	304.00			11/30/22
		HAP Wierck L 122022								
881		06/23 AP		12/01/22	0038982	CHESTNUT, SHAWN	489.00			11/30/22
		HAP Chestnut N 122022								
881		06/23 AP		12/01/22	0038992	EXCEPTIONAL PERSONS, INC.	420.00			11/30/22
		HAP Blake M 122022								
881		06/23 AP		12/01/22	0038992	EXCEPTIONAL PERSONS, INC.	115.00			11/30/22
		HAP Houdek C 122022								
881		06/23 AP		12/01/22	0038992	EXCEPTIONAL PERSONS, INC.	305.00			11/30/22
		HAP Poldberg J 122022								
881		06/23 AP		12/01/22	0038992	EXCEPTIONAL PERSONS, INC.	412.00			11/30/22
		HAP Myers J 122022								
881		06/23 AP		12/01/22	0038992	EXCEPTIONAL PERSONS, INC.	374.00			11/30/22
		HAP Nissen A 122022								
881		06/23 AP		12/01/22	0038992	EXCEPTIONAL PERSONS, INC.	78.00			11/30/22
		HAP Anderson B 122022								
881		06/23 AP		12/01/22	0038998	GOLD FALLS VILLA	455.00			11/30/22
		HAP Shuman J 122022								
881		06/23 AP		12/01/22	0038995	GEE LAN, JOSEPH N.	369.00			11/30/22
		HAP Becker T 122022								
881		06/23 AP		12/01/22	0038995	GEE LAN, JOSEPH N.	380.00			11/30/22
		HAP Juhl A 122022								
881		06/23 AP		12/01/22	0038972	BARTELT PROPERTIES L.C.	509.00			11/30/22
		HAP Luck L 122022								
881		06/23 AP		12/01/22	0038972	BARTELT PROPERTIES L.C.	553.00			11/30/22
		HAP Woodward C 122022								
881		06/23 AP		12/01/22	0038972	BARTELT PROPERTIES L.C.	1,055.00			11/30/22
		HAP Avino G 122022								
881		06/23 AP		12/01/22	0038989	EDGE MANAGEMENT GROUP, LLC	876.00			11/30/22
		HAP Young C 122022								
881		06/23 AP		12/01/22	0039036	VALDIVIA, OSCAR J.	1,049.00			11/30/22
		HAP Davis C 122022								
881		06/23 AP		12/01/22	0038985	COOK CO.HOUSING AUTHORITY	205.00			11/30/22
		HAP Goldstein K 122022								
881		06/23 AP		12/01/22	0039039	WILKEN PROPERTIES, LLC	695.00			11/30/22
		HAP Barfels K 122022								
881		06/23 AP		12/01/22	0039024	PURDY PROPERTIES, LLC	933.00			11/30/22
		HAP Cummings A 122022								
881		06/23 AP		12/01/22	0038975	BETH N BROS LLC	853.00			11/30/22
		HAP Beaman D 122022								
881		06/23 AP		12/01/22	0038987	D & J PROPERTIES	495.00			11/30/22
		HAP Grant F 122022								
881		06/23 AP		12/01/22	0038987	D & J PROPERTIES	297.00			11/30/22
		HAP Rogers S 122022								
881		06/23 AP		12/01/22	0038987	D & J PROPERTIES	773.00			11/30/22

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
881				06/23 AP 12/01/22	0038987	HAP Terry M 122022 D & J PROPERTIES	547.00		11/30/22	
881				06/23 AP 12/01/22	0038987	HAP Sumerall T 122022 D & J PROPERTIES	464.00		11/30/22	
881				06/23 AP 12/01/22	0039029	HAP Redd S 122022 STANDARD FAMILY ASSIST.LIVING	248.00		11/30/22	
881				06/23 AP 12/01/22	0038979	HAP Refshauge T 122022 CEDAR APARTMENTS LLC	233.00		11/30/22	
881				06/23 AP 12/01/22	0038979	HAP Becerra C 122022 CEDAR APARTMENTS LLC	154.00		11/30/22	
881				06/23 AP 12/01/22	0039032	HAP Groskurth D 122022 SWEETING, LARRY	753.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Schumacher D 122022 THUNDER RIDGE SR.APARTMENTS L	466.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Turner S 122022 THUNDER RIDGE SR.APARTMENTS L	439.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Strickland L 122022 THUNDER RIDGE SR.APARTMENTS L	215.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Martin H 122022 THUNDER RIDGE SR.APARTMENTS L	211.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Matthias L 122022 THUNDER RIDGE SR.APARTMENTS L	405.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Lebahn B 122022 THUNDER RIDGE SR.APARTMENTS L	503.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Stegen R 122022 THUNDER RIDGE SR.APARTMENTS L	193.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Stock M 122022 THUNDER RIDGE SR.APARTMENTS L	222.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Wray M 122022 THUNDER RIDGE SR.APARTMENTS L	436.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Greene L 122022 THUNDER RIDGE SR.APARTMENTS L	489.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Howe J 122022 THUNDER RIDGE SR.APARTMENTS L	396.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Hayden J 122022 THUNDER RIDGE SR.APARTMENTS L	29.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Lenz J 122022 THUNDER RIDGE SR.APARTMENTS L	346.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Shelton S 122022 THUNDER RIDGE SR.APARTMENTS L	105.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Brown J 122022 THUNDER RIDGE SR.APARTMENTS L	143.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Garvis C 122022 THUNDER RIDGE SR.APARTMENTS L	251.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Wright S 122022 THUNDER RIDGE SR.APARTMENTS L	426.00		11/30/22	
881				06/23 AP 12/01/22	0039035	HAP Wright S 122022 THUNDER RIDGE SR.APARTMENTS L	525.00		11/30/22	
						HAP_Graves D 122022				

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
881		06/23 AP		12/01/22	0039035	THUNDER RIDGE SR.APARTMENTS L	182.00			11/30/22
		HAP Ford M 122022								
881		06/23 AP		12/01/22	0039035	THUNDER RIDGE SR.APARTMENTS L	518.00			11/30/22
		HAP Henning S 122022								
881		06/23 AP		12/01/22	0039035	THUNDER RIDGE SR.APARTMENTS L	391.00			11/30/22
		HAP Mackie N 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	106.00			11/30/22
		HAP Dixon S 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	73.00			11/30/22
		HAP Porter J 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	232.00			11/30/22
		HAP Havlik C 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	427.00			11/30/22
		HAP Temple S 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	430.00			11/30/22
		HAP Gordon Jr. T 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	254.00			11/30/22
		HAP Aswegan J 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	237.00			11/30/22
		HAP Vaughn S 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	455.00			11/30/22
		HAP Redd A 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	506.00			11/30/22
		HAP Smith T 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	453.00			11/30/22
		HAP Nelson B 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	569.00			11/30/22
		HAP Fry S 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	289.00			11/30/22
		HAP Ford D 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	430.00			11/30/22
		HAP Smith W 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	569.00			11/30/22
		HAP Ducharme T 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	461.00			11/30/22
		HAP Swartley J 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	489.00			11/30/22
		HAP Prior L 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	406.00			11/30/22
		HAP Aswegan S 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	524.00			11/30/22
		HAP Henderson D 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	374.00			11/30/22
		HAP Cameron J 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	435.00			11/30/22
		HAP Clark T 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	461.00			11/30/22
		HAP Moore D 122022								
881		06/23 AP		12/01/22	0039037	VILLAGE I AT NINE23 APARTMENT	271.00			11/30/22

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
881				06/23 AP 12/01/22	HAP_Harper S 122022 VILLAGE I AT NINE23 APARTMENT	338.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Greene D 122022 VILLAGE I AT NINE23 APARTMENT	220.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Bradley J 122022 CEDAR FALLS UTILITIES-SEC.8	54.00		11/30/22	
881				06/23 AP 12/01/22	BRINER 6898932426 CEDAR FALLS UTILITIES-SEC.8	26.00		11/30/22	
881				06/23 AP 12/01/22	Lowe 8726127079 CEDAR FALLS UTILITIES-SEC.8	36.00		11/30/22	
881				06/23 AP 12/01/22	Prior 5694286669 CEDAR FALLS UTILITIES-SEC.8	155.00		11/30/22	
881				06/23 AP 12/01/22	Bracelly 9823574708 CEDAR FALLS UTILITIES-SEC.8	46.00		11/30/22	
881				06/23 AP 12/01/22	Rule 9816666531 CEDAR FALLS UTILITIES-SEC.8	100.00		11/30/22	
881				06/23 AP 12/01/22	Keys 7930305447 CEDAR FALLS UTILITIES-SEC.8	127.00		11/30/22	
881				06/23 AP 12/01/22	Boehmer 0827605626 CEDAR FALLS UTILITIES-SEC.8	27.00		11/30/22	
881				06/23 AP 12/01/22	Mullins 9837918987 CEDAR FALLS UTILITIES-SEC.8	78.00		11/30/22	
881				06/23 AP 12/01/22	BALM 4535924167 CEDAR FALLS UTILITIES-SEC.8	21.00		11/30/22	
881				06/23 AP 12/01/22	Guzzle 7174748062 CEDAR FALLS UTILITIES-SEC.8	43.00		11/30/22	
881				06/23 AP 12/01/22	Jurries 7681775462 MALBEC PROPERTIES, LLC	428.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Halterman A 122022 MALBEC PROPERTIES, LLC	424.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Hepker D 122022 MALBEC PROPERTIES, LLC	225.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Stevens B 122022 MALBEC PROPERTIES, LLC	312.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Smith T 122022 MALBEC PROPERTIES, LLC	392.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Himes G 122022 CHRISTOPHERSON RENTALS	533.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Hunt M 122022 CHRISTOPHERSON RENTALS	631.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Ricks F 122022 CHRISTOPHERSON RENTALS	81.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Hall T 122022 CHRISTOPHERSON RENTALS	335.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Ross Z 122022 CHRISTOPHERSON RENTALS	46.00		11/30/22	
881				06/23 AP 12/01/22	HAP_Schwaab A 122022 CHRISTOPHERSON RENTALS	700.00		11/30/22	
					HAP_Keys A 122022				

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
881		06/23 AP		12/01/22	0038983	CHRISTOPHERSON RENTALS	196.00			11/30/22
		HAP_Sherwood S 122022								
881		06/23 AP		12/01/22	0038983	CHRISTOPHERSON RENTALS	779.00			11/30/22
		HAP_Hoffert J 122022								
881		06/23 AP		12/01/22	0038983	CHRISTOPHERSON RENTALS	667.00			11/30/22
		HAP_Dyer A 122022								
881		06/23 AP		12/01/22	0038983	CHRISTOPHERSON RENTALS	344.00			11/30/22
		HAP_Davis K 122022								
881		06/23 AP		12/01/22	0039023	PETERSEN, RANDEL	904.00			11/30/22
		HAP_Brown S 122022								
881		06/23 AP		12/01/22	0039019	MHP 2216 LINCOLN STREET, LLC	336.00			11/30/22
		HAP_Cochran S 122022								
881		06/23 AP		12/01/22	0039019	MHP 2216 LINCOLN STREET, LLC	350.00			11/30/22
		HAP_Jones T 122022								
881		06/23 AP		12/01/22	0039019	MHP 2216 LINCOLN STREET, LLC	595.00			11/30/22
		HAP_Rule S 122022								
881		06/23 AP		12/01/22	0039019	MHP 2216 LINCOLN STREET, LLC	464.00			11/30/22
		HAP_Wilder S 122022								
881		06/23 AP		12/01/22	0038997	GLEESON II, JAMES G.	800.00			11/30/22
		HAP_Prior D 122022								
881		06/23 AP		12/01/22	0038991	EPM IOWA	411.00			11/30/22
		HAP_Frisch K 122022								
881		06/23 AP		12/01/22	0038991	EPM IOWA	652.00			11/30/22
		HAP_Thompson T 122022								
881		06/23 AP		12/01/22	0038988	DC MANAGEMENT, LLC	770.00			11/30/22
		HAP_Strickland S 122022								
881		06/23 AP		12/01/22	0039015	LEGACY RESIDENTIAL	179.00			11/30/22
		HAP_Jordan L 122022								
881		06/23 AP		12/01/22	0039021	OWL INVESTMENTS, LLC	626.00			11/30/22
		HAP_Schroeder S 122022								
881		06/23 AP		12/01/22	0038986	CRESCENT CONDOMINIUMS, LLC	494.00			11/30/22
		HAP_Lohr K 122022								
881		06/23 AP		12/01/22	0039001	HARRINGTON'S RENTAL LLC	544.00			11/30/22
		HAP_Larronda E 122022								
881		06/23 AP		12/01/22	0038993	FERNHOLZ, KARI L.	794.00			11/30/22
		HAP_Carlton D 122022								
881		06/23 AP		12/01/22	0039027	ROGERS, DERICK	825.00			11/30/22
		HAP_Sherwood J 122022								
881		06/23 AP		12/01/22	0039027	ROGERS, DERICK	1,200.00			11/30/22
		HAP_Santiago-Lebro 122022								
881		06/23 AP		12/01/22	0039008	KAI, BRENT	251.00			11/30/22
		HAP_Hamilton T 122022								
881		06/23 AP		12/01/22	0039028	STAND FIRM PROPERTIES LLC	395.00			11/30/22
		HAP_Hodge G 122022								
881		06/23 AP		12/01/22	0039028	STAND FIRM PROPERTIES LLC	559.00			11/30/22
		HAP_Rousseau G 122022								
881		06/23 AP		12/01/22	0039042	WYMORE, LARRY R.	210.00			11/30/22
		HAP_MOFFETT J 122022								
881		06/23 AP		12/01/22	0039006	JDR PROPERTIES, INC.	161.00			11/30/22

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
881				06/23	HAP_Poock V 122022 AP 12/01/22 0039041	WINGSB, LLC	358.00			11/30/22
881				06/23	HAP_Johnson A 122022 AP 12/01/22 0039007	JLL EXTENDED STAY INN	203.00			11/30/22
881				06/23	HAP_Zanders D 122022 AP 12/01/22 0039007	JLL EXTENDED STAY INN	328.00			11/30/22
881				06/23	HAP_Moore E 122022 AP 12/01/22 0039014	LARSEN RENTALS LLC	142.00			11/30/22
881				06/23	HAP_Grisby C 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	319.00			11/30/22
881				06/23	HAP_Saccento J 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	461.00			11/30/22
881				06/23	HAP_Harken G 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	328.00			11/30/22
881				06/23	HAP_Dzapo S 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	333.00			11/30/22
881				06/23	HAP_Harmon A 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	703.00			11/30/22
881				06/23	HAP_Miller K 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	435.00			11/30/22
881				06/23	HAP_Haug K 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	436.00			11/30/22
881				06/23	HAP_Loffredo C 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	367.00			11/30/22
881				06/23	HAP_Wilson J 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	118.00			11/30/22
881				06/23	HAP_Rogers E 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	430.00			11/30/22
881				06/23	HAP_Billman D 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	429.00			11/30/22
881				06/23	HAP_Cruise B 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	444.00			11/30/22
881				06/23	HAP_Garrigus S 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	309.00			11/30/22
881				06/23	HAP_Lane S 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	649.00			11/30/22
881				06/23	HAP_Willis C 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	19.00			11/30/22
881				06/23	HAP_Hoodjer S 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	430.00			11/30/22
881				06/23	HAP_Lam K 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	357.00			11/30/22
881				06/23	HAP_O'Brien N 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	265.00			11/30/22
881				06/23	HAP_O'dell J 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	49.00			11/30/22
881				06/23	HAP_Forney A 122022 AP 12/01/22 0039038	VILLAGE II AT NINE23 APARTMEN	722.00			11/30/22
					HAP_Mullins J 122022					

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
881		06/23 AP		12/01/22	0039038	VILLAGE II AT NINE23 APARTMEN	600.00			11/30/22
		HAP_BALM D 122022								
881		06/23 AP		12/01/22	0039038	VILLAGE II AT NINE23 APARTMEN	434.00			11/30/22
		HAP_Humphrey E 122022								
881		06/23 AP		12/01/22	0039038	VILLAGE II AT NINE23 APARTMEN	197.00			11/30/22
		HAP_Humphrey J 122022								
881		06/23 AP		12/01/22	0039038	VILLAGE II AT NINE23 APARTMEN	41.00			11/30/22
		HAP_Nielsen J 122022								
881		06/23 AP		12/01/22	0039038	VILLAGE II AT NINE23 APARTMEN	415.00			11/30/22
		HAP_Wilson S 122022								
881		06/23 AP		12/01/22	0039002	HOUSING AUTHORITY OF JOLIET	1,067.00			11/30/22
		HAP_Wilson Q 122022								
881		06/23 AP		12/01/22	0039002	HOUSING AUTHORITY OF JOLIET	1,960.00			11/30/22
		HAP_Payne I 122022								
881		06/23 AP		12/01/22	0039003	HOWARD, BRAD	1,008.00			11/30/22
		HAP_Thrower M 122022								
881		06/23 AP		12/01/22	0039013	KREMER PROPERTIES LLC	124.00			11/30/22
		HAP_Mulanax W 122022								
881		06/23 AP		12/01/22	0039012	KRAAYENBRINK, RANDY L.	836.00			11/30/22
		HAP_Ewing J 122022								
881		06/23 AP		12/01/22	0039012	KRAAYENBRINK, RANDY L.	532.00			11/30/22
		HAP_Maltas M 122022								
881		06/23 AP		12/01/22	0039025	R & R RENTAL PROPERTIES, LLC	489.00			11/30/22
		HAP_Stewart J 122022								
881		06/23 AP		12/01/22	0038976	BUTLER, MICHAEL	495.00			11/30/22
		HAP_Cochran C 122022								
881		06/23 AP		12/01/22	0039004	HUNTER PROPERTY LLC	768.00			11/30/22
		HAP_Thompson L 122022								
881		06/23 AP		12/01/22	0039000	HAGEDORN, JEREMIAH	796.00			11/30/22
		HAP_Gottfried L 122022								
881		06/23 AP		12/01/22	0039031	SUNRISE PROPERTIES LLC	291.00			11/30/22
		HAP_Lake L 122022								
881		06/23 AP		12/01/22	0039011	KOG PROPERTIES LLC	1,123.00			11/30/22
		HAP_Atkins T 122022								
881		06/23 AP		12/01/22	0038999	GOV, LLC	1,100.00			11/30/22
		HAP_Guzzle T 122022								
881		06/23 AP		12/01/22	0038978	CARL ERICSON	867.00			11/30/22
		HAP_Burk B 122022								
881		06/23 AP		12/01/22	0038978	CARL ERICSON	660.00			11/30/22
		HAP_Cooper L 122022								
881		06/23 AP		12/01/22	0038978	CARL ERICSON	820.00			11/30/22
		HAP_Leohr K 122022								
881		06/23 AP		12/01/22	0039022	PANHWAR, ABDUL	17.00			11/30/22
		HAP_Mussman C 122022								
881		06/23 AP		12/01/22	0039010	KIDWELL, STEVE	599.00			11/30/22
		HAP_Tomlyanovich C 122022								
881		06/23 AP		12/01/22	0038984	CND PROPERTIES LLC	281.00			11/30/22
		HAP_Gilmore A 122022								
881		06/23 AP		12/01/22	0039040	WINGERT, BRIAN	456.00			11/30/22

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
881				06/23	AP 12/01/22 0039030	HAP_Holden K 122022 STEIN INVESTMENTS, LLC	512.00			11/30/22
881				06/23	AP 12/01/22 0039020	HAP_Gordon A 122022 OAKVIEW PROPERTIES LLC	1,000.00			11/30/22
881				06/23	AP 12/01/22 0038981	HAP_Jurries P 122022 CEDAR VALLEY LIVING LLC	216.00			11/30/22
881				06/23	AP 12/01/22 0038981	HAP_Bachman K 122022 CEDAR VALLEY LIVING LLC	429.00			11/30/22
881				06/23	AP 12/01/22 0038981	HAP_Galvez Munguia 122022 CEDAR VALLEY LIVING LLC	224.00			11/30/22
881				06/23	AP 12/01/22 0039034	HAP_White L 122022 THIRD AVE PLACE LLC	895.00			11/30/22
881				06/23	AP 12/01/22 0039009	HAP_Boehmer R 122022 KELLY PROPERTY INVESTMENTS LL	279.00			11/30/22
881				06/23	AP 12/01/22 0039018	HAP_Clayton R 122022 MCKERNAN, PAMELA	365.00			11/30/22
881				06/23	AP 12/01/22 0039017	HAP_Buchanan J 122022 MCH INVESTMENTS LLC	383.00			11/30/22
881				06/23	AP 12/01/22 0039017	HAP_Barr G 122022 MCH INVESTMENTS LLC	509.00			11/30/22
881				06/23	AP 12/01/22 0038990	HAP_Langel A 122022 ELMCREST ESTATES, L.C.	422.00			11/30/22
881				06/23	AP 12/01/22 0038994	HAP_Davis D 122022 G P MANAGEMENT LLC	414.00			11/30/22
881				06/23	AP 12/01/22 0039033	HAP_Wenzel J 122022 T.J.J.C. L.L.C.	282.00			11/30/22
881				06/23	AP 12/01/22 0039033	HAP_Dornbrock M 122022 T.J.J.C. L.L.C.	204.00			11/30/22
881				06/23	AP 12/01/22 0039033	HAP_Hornback K 122022 T.J.J.C. L.L.C.	675.00			11/30/22
881				06/23	AP 12/01/22 0039033	HAP_Bracelly J 122022 T.J.J.C. L.L.C.	458.00			11/30/22
881				06/23	AP 12/01/22 0038996	HAP_Fruchtenicht J 122022 GERDES III, BENJAMIN P.	307.00			11/30/22
881				06/23	AP 12/01/22 0038996	HAP_Allessi S 122022 GERDES III, BENJAMIN P.	1,333.00			11/30/22
881				06/23	AP 12/01/22 0038996	HAP_BRINER K 122022 GERDES III, BENJAMIN P.	1,527.00			11/30/22
881				06/23	AP 12/01/22 0038996	HAP_Barnes A 122022 GERDES III, BENJAMIN P.	726.00			11/30/22
881				06/23	AP 12/01/22 0039005	HAP_Orgell A 122022 J & A PROPERTIES	1,300.00			11/30/22
881				06/23	AP 12/01/22 0038973	HAP_Lowe L 122022 BARTELT RENTALS L.C.	472.00			11/30/22
881				06/23	AP 12/01/22 0038973	HAP_Luck J 122022 BARTELT RENTALS L.C.	994.00			11/30/22
881				06/23	AP 12/01/22 0038977	HAP_Woods N 122022 C & H HOLDINGS LLC	580.00			11/30/22
						HAP_Ross S 122022				

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED							continued		
875		05/23 AP		11/01/22	0038925	HAGEDORN, JEREMIAH		796.00	11/30/22
						VOID CHECK-LOST CHECK			
						HAP_GOTTFRIED L 112022			
877		05/23 AP		11/01/22	0038971	HAGEDORN, JEREMIAH	796.00		11/30/22
						HAP_GOTTFRIED L 112022			
						REISSUE LOST CHECK 38925			
ACCOUNT TOTAL							88,991.00	796.00	88,195.00
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS									
881		06/23 AP		12/01/22	0038985	COOK CO.HOUSING AUTHORITY	34.16		11/30/22
						AF_Goldstein K 122022			
881		06/23 AP		12/01/22	0039002	HOUSING AUTHORITY OF JOLIET	48.79		11/30/22
						AF_Wilson Q 122022			
881		06/23 AP		12/01/22	0039002	HOUSING AUTHORITY OF JOLIET	48.79		11/30/22
						AF_Payne I 122022			
ACCOUNT TOTAL							131.74	.00	131.74
FUND TOTAL							89,122.74	796.00	88,326.74
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.88-07 OUTSIDE AGENCIES / PATHWAYS BEHAVIORIAL SERV.									
936		06/23 AP		10/03/22	0004781	PATHWAYS BEHAVIORIAL SERVICES	5,800.00		12/08/22
						CDBG 1ST QTR. FY23			
ACCOUNT TOTAL							5,800.00	.00	5,800.00
223-2224-432.88-14 OUTSIDE AGENCIES / HOUSE OF HOPE									
936		06/23 AP		11/09/22	0004779	HOUSE OF HOPE	1,449.99		12/08/22
						CDBG 1ST QTR. FY23			
ACCOUNT TOTAL							1,449.99	.00	1,449.99
223-2224-432.88-33 OUTSIDE AGENCIES / NORTHEAST IOWA FOOD BANK									
936		06/23 AP		11/04/22	0004780	NORTHEAST IOWA FOOD BANK	5,800.00		12/08/22
						CDBG 1ST QTR. FY23			
ACCOUNT TOTAL							5,800.00	.00	5,800.00
FUND TOTAL							13,049.99	.00	13,049.99

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FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
	918	06/23 AP		12/02/22	0397946	MICHAEL MARTINEZ & SHEREE MAR	1,460.00			12/06/22
					3283:PARCEL#91-TEMP.EASEM	MAIN ST. RECONSTRUCTION				
					PROJECT#:	023283				
					ACCOUNT TOTAL		1,460.00	.00	1,460.00	
					FUND TOTAL		1,460.00	.00	1,460.00	
FUND 254 CABLE TV FUND										
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
	719	05/23 AP		11/14/22	0006551	ISOLVED BENEFIT SERVICES, INC	.85			12/01/22
						HEALTH INS REIMBURSEMENT				
					ACCOUNT TOTAL		.85	.00	.85	
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
	719	05/23 AP		11/16/22	0006540	FARMERS STATE BANK	8.11			12/01/22
						DEPOSIT TICKET BOOKS				
	719	05/23 AP		11/02/22	0006554	PROFESSIONAL SOLUTIONS	1.00			12/01/22
						OCTOBER CREDIT CARD FEE				
					ACCOUNT TOTAL		9.11	.00	9.11	
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
	936	06/23 AP		12/06/22	0397960	CORNWELL, JOSEPH GLEN	100.00			12/08/22
						CF BOYS SWIMM. V. IC WEST				
					PROJECT#:	759				
	936	06/23 AP		12/06/22	0397963	KRESS, AGNES M	100.00			12/08/22
						CF BOYS SWIMM. V. IC WEST				
					PROJECT#:	759				
	936	06/23 AP		12/06/22	0397955	BENSON, ERIC	100.00			12/08/22
						CF BOYS SWIMM. V. IC WEST				
					PROJECT#:	759				
	936	06/23 AP		12/06/22	0397961	DEWITT, JASON	100.00			12/08/22
						CF BOYS SWIMM. V. IC WEST				
					PROJECT#:	759				
	936	06/23 AP		12/06/22	0397958	BOBELDYK, MICHAEL JOHN	100.00			12/08/22
						CF BOYS SWIMM. V. IC WEST				
					PROJECT#:	759				
	936	06/23 AP		12/06/22	0397962	ENGEL, JEFF	100.00			12/08/22
						CF BOYS SWIMM. V. IC WEST				
					PROJECT#:	759				
	918	06/23 AP		12/03/22	0397943	DEWITT, JASON	170.00			12/06/22
						UNI BSKTBALL - EVANSVILLE				
						CAMERA OPERATOR				

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FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
PROJECT#: 756										
918		06/23 AP		12/03/22	0397944	HUNT, PHILLIP UNI BSKTBALL - EVANSVILLE CAMERA OPERATOR	170.00			12/06/22
PROJECT#: 756										
918		06/23 AP		12/03/22	0397948	STOW, CHRISTIAN UNI BSKTBALL - EVANSVILLE CAMERA OPERATOR	170.00			12/06/22
PROJECT#: 756										
918		06/23 AP		12/03/22	0397951	WALTERS, CLAYTON UNI BSKTBALL - EVANSVILLE CAMERA OPERATOR	125.00			12/06/22
PROJECT#: 756										
918		06/23 AP		12/03/22	0397952	WATERS, ROBERT EDWARD UNI BSKTBALL - EVANSVILLE PHONE PRODUCER	200.00			12/06/22
PROJECT#: 756										
918		06/23 AP		12/01/22	0397943	DEWITT, JASON CF GIRL WRESTLING-WAHLERT CAMERA OPERATOR	160.00			12/06/22
PROJECT#: 759										
918		06/23 AP		12/01/22	0397947	SIMPSON, MARK CF GIRL WRESTLING-WAHLERT ANNOUNCER	200.00			12/06/22
PROJECT#: 759										
918		06/23 AP		12/01/22	0397948	STOW, CHRISTIAN CF GIRL WRESTLING-WAHLERT CAMERA OPERATOR	160.00			12/06/22
PROJECT#: 759										
918		06/23 AP		12/01/22	0397949	SURMA, JOSEPH EDWARD CF GIRL WRESTLING-WAHLERT CAMERA OPERATOR	160.00			12/06/22
PROJECT#: 759										
918		06/23 AP		12/01/22	0397953	WILLIAMS, BRETT L CF GIRL WRESTLING-WAHLERT ANNOUNCER	180.00			12/06/22
PROJECT#: 759										
877		05/23 AP		11/25/22	0397933	KRESS, AGNES M HOLIDAY HOOPLA CAMERA OPERATOR	125.00			11/30/22
910		05/23 AP		11/25/22	0397933	KRESS, AGNES M HOLIDAY HOOPLA		125.00		12/05/22
ADD PROJECT #										
910		05/23 AP		11/25/22	0397933	KRESS, AGNES M HOLIDAY HOOPLA CAMERA OPERATOR	125.00			12/05/22
PROJECT#: 753										
876		05/23 AP		10/08/22	0397747	KRESS, AGNES M VOID CHECK-LOST CHECK UNI FOOTBALL-ILLINOIS ST.		200.00		11/30/22
PROJECT#: 756										
ACCOUNT TOTAL							2,545.00	325.00		2,220.00
FUND TOTAL							2,554.96	325.00		2,229.96

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
719		05/23	AP	11/16/22	0006540	FARMERS STATE BANK DEPOSIT TICKET BOOKS	18.92		12/01/22
ACCOUNT TOTAL							18.92	.00	18.92
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
719		05/23	AP	11/02/22	0006566	PROFESSIONAL SOLUTIONS	269.99		12/01/22
						OCTOBER CREDIT CARD FEE			
719		05/23	AP	11/02/22	0006567	PROFESSIONAL SOLUTIONS	59.32		12/01/22
						OCTOBER CREDIT CARD FEE			
719		05/23	AP	11/02/22	0006568	PROFESSIONAL SOLUTIONS	316.85		12/01/22
						OCTOBER CREDIT CARD FEE			
719		05/23	AP	11/02/22	0006553	PROFESSIONAL SOLUTIONS	11.28		12/01/22
						OCTOBER CREDIT CARD FEE			
719		05/23	AP	11/02/22	0006554	PROFESSIONAL SOLUTIONS	45.72		12/01/22
						OCTOBER CREDIT CARD FEE			
ACCOUNT TOTAL							703.16	.00	703.16
FUND TOTAL							722.08	.00	722.08
FUND 261 TOURISM & VISITORS									
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
719		05/23	AP	11/02/22	0006559	PROFESSIONAL SOLUTIONS	19.23		12/01/22
						OCTOBER CREDIT CARD FEES			
ACCOUNT TOTAL							19.23	.00	19.23
FUND TOTAL							19.23	.00	19.23
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
716		06/23	AP	11/08/22	0397982	OFFICE EXPRESS OFFICE PRODUCT	70.34		12/01/22
						REGULAR (X2) & DECAF (X2) COFFEE			
ACCOUNT TOTAL							70.34	.00	70.34
262-1092-423.85-01 UTILITIES / UTILITIES									
716		06/23	AP	11/05/22	0397973	CEDAR FALLS UTILITIES	888.18		12/01/22
						COMMUNITY CENTR UTILITIES			
ACCOUNT TOTAL							888.18	.00	888.18

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FUND 262 SENIOR SERVICES & COMM CT											
262-1092-423.87-01 RENTALS / RENTALS											
962		06/23 AP		12/07/22	0397991	COMMUNITY MAIN STREET	250.00		12/12/22		
		REFUND-SECURITY DEPOSIT									
962		06/23 AP		12/07/22	0397993	MELANIE SCHMIDT	250.00		12/12/22		
		REFUND-SECURITY DEPOSIT									
962		06/23 AP		12/05/22	0397987	ALMA ORTIZ	740.00		12/12/22		
		REF:RENTAL FEE & DEPOSIT									
		ACCOUNT TOTAL						1,240.00	.00	1,240.00	
		FUND TOTAL						2,198.52	.00	2,198.52	
FUND 291 POLICE FORFEITURE FUND											
FUND 292 POLICE RETIREMENT FUND											
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP											
719		05/23 AP		11/15/22	0006533	EMC RISK SERVICES, LLC	225.00		12/01/22		
		WORKER COMP-POLICE ADMIN									
719		05/23 AP		11/15/22	0006533	EMC RISK SERVICES, LLC	1,009.02		12/01/22		
		WORKER COMP-POLICE CLAIM									
		ACCOUNT TOTAL						1,234.02	.00	1,234.02	
		FUND TOTAL						1,234.02	.00	1,234.02	
FUND 293 FIRE RETIREMENT FUND											
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP											
719		05/23 AP		11/15/22	0006533	EMC RISK SERVICES, LLC	5,495.02		12/01/22		
		WORKER COMP-FIRE CLAIM									
		ACCOUNT TOTAL						5,495.02	.00	5,495.02	
		FUND TOTAL						5,495.02	.00	5,495.02	
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											

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FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
FUND 405						FLOOD RESERVE FUND				
FUND 407						VISION IOWA PROJECT				
FUND 408						STREET IMPROVEMENT FUND				
FUND 410						CORONAVIRUS LOCAL RELIEF				
FUND 430						2004 TIF BOND				
FUND 431						2014 BOND				
FUND 432						2003 BOND				
FUND 433						2001 TIF				
FUND 434						2000 BOND				
FUND 435						1999 TIF				
FUND 436						2012 BOND				
FUND 437						2018 BOND				
FUND 438						2020 BOND FUND				
FUND 439						2022 BOND FUND				
FUND 443						CAPITAL PROJECTS				
443-1220-431.94-33						CAPITAL PROJECTS / PROPERTY ACQUISITION				
877				05/23	AP 11/15/22 0397930	CEDAR FALLS UTILITIES	146.74			11/30/22
						UTILITIES THRU 11/15/22				
						ACCOUNT TOTAL	146.74	.00	146.74	
						FUND TOTAL	146.74	.00	146.74	
FUND 472						PARKADE RENOVATION				
FUND 473						SIDEWALK ASSESSMENT				
FUND 483						ECONOMIC DEVELOPMENT				
FUND 484						ECONOMIC DEVELOPMENT LAND				
FUND 541						2018 STORM WATER BONDS				
FUND 544						2008 SEWER BONDS				
FUND 545						2006 SEWER BONDS				
FUND 546						SEWER IMPROVEMENT FUND				
FUND 547						SEWER RESERVE FUND				
FUND 548						1997 SEWER BOND FUND				
FUND 549						1992 SEWER BOND FUND				
FUND 550						2000 SEWER BOND FUND				
FUND 551						REFUSE FUND				
551-0000-213.00-00						CURRENT LIABILITY / SALES TAX PAYABLE				
719				05/23	AP 11/08/22 0006545	IOWA DEPT.OF REVENUE	172.88			12/01/22
						MONTHLY SALES TAX				
						COMMERCIAL GARBAGE A/R				
						ACCOUNT TOTAL	172.88	.00	172.88	
551-6685-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
719				05/23	AP 11/14/22 0006551	ISOLVED BENEFIT SERVICES, INC	100.00			12/01/22
						HEALTH INS REIMBURSEMENT				
719				05/23	AP 11/14/22 0006551	ISOLVED BENEFIT SERVICES, INC	76.67			12/01/22

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FUND 551 REFUSE FUND											
551-6685-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											continued
HEALTH INS REIMBURSEMENT											
ACCOUNT TOTAL							176.67	.00	176.67		
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
719		05/23 AP		11/16/22	0006540	FARMERS STATE BANK DEPOSIT TICKET BOOKS	40.54			12/01/22	
ACCOUNT TOTAL							40.54	.00	40.54		
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
719		05/23 AP		11/02/22	0006565	PROFESSIONAL SOLUTIONS	489.74			12/01/22	
719		05/23 AP		11/02/22	0006554	OCTOBER CREDIT CARD FEE PROFESSIONAL SOLUTIONS	25.77			12/01/22	
ACCOUNT TOTAL							515.51	.00	515.51		
551-6685-436.85-01 UTILITIES / UTILITIES											
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES UTILITIES THRU 11/15/22	1,099.07			11/30/22	
ACCOUNT TOTAL							1,099.07	.00	1,099.07		
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN											
936		06/23 AP		11/30/22	0397957	BLACK HAWK CO.LANDFILL LANDFILL SRV:11/16-11/30	19,069.99			12/08/22	
ACCOUNT TOTAL							19,069.99	.00	19,069.99		
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX											
719		05/23 AP		11/08/22	0006545	IOWA DEPT.OF REVENUE MONTHLY SALES TAX	167.01			12/01/22	
ACCOUNT TOTAL							167.01	.00	167.01		
FUND TOTAL							21,241.67	.00	21,241.67		

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FUND 552 SEWER RENTAL FUND										
552-6655-436.85-01						UTILITIES / UTILITIES				
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES	6,384.44			11/30/22
						UTILITIES THRU 11/15/22				
						ACCOUNT TOTAL	6,384.44	.00	6,384.44	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
962		06/23 AP		10/26/22	0397992	GA INDUSTRIES, A VAG GROUP BR	3,086.21			12/12/22
						HEAT EXCHANGER WATER PUMP				
						REISSUE CK #141619				
						ACCOUNT TOTAL	3,086.21	.00	3,086.21	
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
962		06/23 AP		10/03/22	0397992	GA INDUSTRIES, A VAG GROUP BR	925.31			12/12/22
						COTTONWOOD LIFT STATION				
						REISSUE CK #141619				
						ACCOUNT TOTAL	925.31	.00	925.31	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
719		05/23 AP		11/08/22	0006545	IOWA DEPT.OF REVENUE	10,292.39			12/01/22
						MONTHLY SALES TAX				
						COMMERCIAL SEWER				
						ACCOUNT TOTAL	10,292.39	.00	10,292.39	
						FUND TOTAL	20,688.35	.00	20,688.35	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.85-01						UTILITIES / UTILITIES				
877		05/23 AP		11/15/22	0397930	CEDAR FALLS UTILITIES	45.01			11/30/22
						UTILITIES THRU 11/15/22				
						ACCOUNT TOTAL	45.01	.00	45.01	
						FUND TOTAL	45.01	.00	45.01	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT				
962		06/23 AP		12/01/22	0397990	CENTURYLINK	73.77			12/12/22
						CITY PHONE SERV.-DEC'22				
918		06/23 AP		11/19/22	0397950	VERIZON WIRELESS	1,601.18			12/06/22
						WIRELESS SRV:11/20-12/19				
						11/20-12/19/22				

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FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT				
900		06/23 AP		11/06/22	0397941	U.S. CELLULAR	3,106.40			12/02/22
						WIRELESS SRV:11/6-12/5/22				
						ACCOUNT TOTAL	4,781.35	0.00	4,781.35	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
900		06/23 AP		11/06/22	0397941	U.S. CELLULAR	1,274.06			12/02/22
						WIRELESS SRV:11/6-12/5/22				
						ACCOUNT TOTAL	1,274.06	0.00	1,274.06	
						FUND TOTAL	6,055.41	0.00	6,055.41	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE				
719		05/23 AP		11/28/22	0006537	EXPRESS SCRIPTS, INC.	22,483.26			12/01/22
						RX CLAIMS PROCESSING				
719		05/23 AP		11/28/22	0006578	WELLMARK IOWA	79,864.27			12/01/22
						HEALTH CLAIMS PROCESSING				
719		05/23 AP		11/25/22	0006579	WEX HEALTH, INC.	120.75			12/01/22
						COBRA MONTHLY ADMIN FEE				
719		05/23 AP		11/21/22	0006536	EXPRESS SCRIPTS, INC.	24,454.03			12/01/22
						RX CLAIMS PROCESSING				
719		05/23 AP		11/18/22	0006577	WELLMARK IOWA	55,452.90			12/01/22
						HEALTH CLAIMS PROCESSING				
719		05/23 AP		11/14/22	0006535	EXPRESS SCRIPTS, INC.	34,799.75			12/01/22
						RX CLAIMS PROCESSING				
719		05/23 AP		11/14/22	0006576	WELLMARK IOWA	42,404.97			12/01/22
						HEALTH CLAIMS PROCESSING				
719		05/23 AP		11/07/22	0006534	EXPRESS SCRIPTS, INC.	22,029.93			12/01/22
						RX CLAIMS PROCESSING				
719		05/23 AP		11/04/22	0006575	WELLMARK IOWA	10,871.37			12/01/22
						HEALTH CLAIMS PROCESSING				
719		05/23 AP		11/01/22	0006574	WELLMARK IOWA	108,957.98			12/01/22
						HEALTH CLAIMS PROCESSING				
						ACCOUNT TOTAL	401,439.21	0.00	401,439.21	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
719		05/23 AP		11/02/22	0006532	DELTA DENTAL OF IOWA	7,885.10			12/01/22
						NOVEMBER 2022 DENTAL				
						ACCOUNT TOTAL	7,885.10	0.00	7,885.10	

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FUND 680 HEALTH INSURANCE FUND										
					FUND TOTAL		409,324.31	.00	409,324.31	
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
962		06/23 AP		12/09/22	0397988	ANDERSON, ALETA L.	170.10			12/12/22
		RMB:NOV.2022				HEALTH SEV. MEDICARE-ALETA				
962		06/23 AP		12/09/22	0397988	ANDERSON, ALETA L.	170.10			12/12/22
		RMB:NOV.2022				HEALTH SEV. MEDICARE-RICHARD				
962		06/23 AP		12/09/22	0397994	REGENOLD, SHARON K.	261.17			12/12/22
		RMB:NOV.2022				HEALTH SEV.				
936		06/23 AP		12/06/22	0397964	LUX, JOSH	105.27			12/08/22
		RMB:HEALTH SEV.1/2				NOV'22				
936		06/23 AP		12/06/22	0397964	LUX, JOSH	105.27			12/08/22
		RMB:HEALTH SEV.1/2				NOV'22				
					ACCOUNT TOTAL		811.91	.00	811.91	
					FUND TOTAL		811.91	.00	811.91	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES										
719		05/23 AP		11/21/22	0006570	UNITED STATES TREASURY	70,255.18			12/01/22
		FEDERAL WITHHOLDING TAX				11/18/22 PAYROLL				
719		05/23 AP		11/07/22	0006569	UNITED STATES TREASURY	68,984.89			12/01/22
		FEDERAL WITHHOLDING TAX				11/04/22 PAYROLL				
					ACCOUNT TOTAL		139,240.07	.00	139,240.07	
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
719		05/23 AP		11/21/22	0006547	IOWA DEPT.OF REVENUE	29,976.42			12/01/22
		STATE WITHHOLIDNG TAX				11/18/22 PAYROLL				
719		05/23 AP		11/07/22	0006546	IOWA DEPT.OF REVENUE	29,451.50			12/01/22
		STATE WITHHOLIDNG TAX				11/04/22 PAYROLL				
					ACCOUNT TOTAL		59,427.92	.00	59,427.92	
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
719		05/23 AP		11/21/22	0006570	UNITED STATES TREASURY	76,850.24			12/01/22
		SS & MQGE/MEDICARE TAX				11/18/22 PAYROLL				
719		05/23 AP		11/07/22	0006569	UNITED STATES TREASURY	76,568.70			12/01/22
		SS & MQGE/MEDICARE TAX				11/04/22 PAYROLL				
					ACCOUNT TOTAL		153,418.94	.00	153,418.94	

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GROUP	PO	ACCTG	----	TRANSACTION	----				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 686 PAYROLL FUND									
686-0000-222.04-00 PAYROLL LIABILITY / IPERS									
719		05/23	AP	11/22/22	0006544	I.P.E.R.S. IPERS NOVEMBER 2022	144,429.83		12/01/22
		ACCOUNT TOTAL					144,429.83	.00	144,429.83
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
719		05/23	AP	11/30/22	0006573	VOYA FINANCIAL 12/02/22 PAYROLL	8,605.45		12/01/22
719		05/23	AP	11/21/22	0006531	EMPLOYEE 457 CONTRIBUTION COLLECTION SERVICES CENTER 11/18/22 PAYROLL	611.85		12/01/22
719		05/23	AP	11/18/22	0006550	CHILD SUPPORT PAYMENTS ISOLVED BENEFIT SERVICES, INC 11/18/22 PAYROLL	6,583.82		12/01/22
719		05/23	AP	11/16/22	0006572	CAFETERIA PLAN VOYA FINANCIAL 11/18/22 PAYROLL	8,605.45		12/01/22
719		05/23	AP	11/07/22	0006530	EMPLOYEE 457 CONTRIBUTION COLLECTION SERVICES CENTER 11/04/22 PAYROLL	611.85		12/01/22
719		05/23	AP	11/04/22	0006549	CHILD SUPPORT PAYMENTS ISOLVED BENEFIT SERVICES, INC 11/04/22 PAYROLL	6,583.82		12/01/22
719		05/23	AP	11/02/22	0006571	CAFETERIA PLAN VOYA FINANCIAL 11/04/22 PAYROLL	8,605.45		12/01/22
		ACCOUNT TOTAL					40,207.69	.00	40,207.69
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
719		05/23	AP	11/23/22	0006552	MUNICIPAL FIRE & POLICE RETIR MFPRSI RETIREMENT	161,506.77		12/01/22
		ACCOUNT TOTAL					161,506.77	.00	161,506.77
		FUND TOTAL					698,231.22	.00	698,231.22
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
719		05/23	AP	11/15/22	0006533	EMC RISK SERVICES, LLC WORKER COMP CLAIM	4,564.05		12/01/22
		ACCOUNT TOTAL					4,564.05	.00	4,564.05
		FUND TOTAL					4,564.05	.00	4,564.05

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
900		06/23	AP	11/30/22	0397942	VERN OLTROGGE	75.00		12/02/22
		RMB:DAMAGE TO MAILBOX				DOL:11/4/22			
719		05/23	AP	11/15/22	0006533	EMC RISK SERVICES, LLC	558.90		12/01/22
		LIABILITY ADMIN FEES							
719		05/23	AP	11/15/22	0006533	EMC RISK SERVICES, LLC	5,149.00		12/01/22
		LIABILITY CLAIM							
ACCOUNT TOTAL							5,782.90	0.00	5,782.90
FUND TOTAL							5,782.90	0.00	5,782.90
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							1,334,169.21	1,934.54	1,332,234.67

Council Invoices for 12/19/22 Meeting

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FUND 101 GENERAL FUND											
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
903		06/23 AP		11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	21.74			12/13/22	
		COPY PAPER									
932		06/23 AP		11/30/22	0000000	CULLIGAN WATER CONDITIONING	16.52			12/13/22	
		WATER-606 UNION ROAD									
870		06/23 AP		11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.10			12/13/22	
		PENS									
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	31.95			12/13/22	
		#10 WINDOW ENVELOPES									
913		06/23 AP		11/14/22	0141921	US BANK	14.88			12/08/22	
		AMZN MKTP US*H22LA7R32									
869		06/23 AP		10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.74			12/13/22	
		SHARPIE MARKERS									
869		06/23 AP		10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.51			12/13/22	
		LETTER FILE, SCISSORS									
961		06/23 AP		10/04/22	0000000	DES MOINES STAMP MFG. CO.	28.70			12/13/22	
		NOTARY STAMP-M MALONE									
		ACCOUNT TOTAL						121.14	.00	121.14	
101-1008-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
913		06/23 AP		10/24/22	0141921	US BANK	26.64			12/08/22	
		HOLIDAY INN DES MOINES									
		MBREITBACH & JDANIELSEN									
		ACCOUNT TOTAL						26.64	.00	26.64	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
961		06/23 AP		12/06/22	0000000	DES MOINES STAMP MFG. CO.	29.50			12/13/22	
		NOTARY STAMP-S BELLINGER									
903		06/23 AP		11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.35			12/13/22	
		COPY PAPER									
932		06/23 AP		11/30/22	0000000	CULLIGAN WATER CONDITIONING	6.61			12/13/22	
		WATER-606 UNION ROAD									
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	2.13			12/13/22	
		#10 WINDOW ENVELOPES									
		CITY OF CF FINANCE									
		ACCOUNT TOTAL						42.59	.00	42.59	
101-1026-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
913		06/23 AP		10/24/22	0141921	US BANK	100.00			12/08/22	
		IOWA LEAGUE OF CITIES									
		JRODENBECK & CNIEBERGALL									
		ACCOUNT TOTAL						100.00	.00	100.00	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
961		06/23 AP		12/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.66			12/13/22	

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FUND 101 GENERAL FUND										
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
903		06/23 AP		11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	26.09			12/13/22
						ENV. MOISTENERS:KATE RULER:CATHY				
932		06/23 AP		11/30/22	0000000	CULLIGAN WATER CONDITIONING	22.01			12/13/22
						COPY PAPER				
903		06/23 AP		11/28/22	0000000	KIRK GROSS COMPANY	24.00			12/13/22
						WATER-606 UNION ROAD				
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	53.25			12/13/22
						NAME PLATES - STACY BW				
						#10 WINDOW ENVELOPES				
						CITY OF CF FINANCE				
ACCOUNT TOTAL							130.01	.00		130.01
101-1028-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
913		06/23 AP		10/24/22	0141921	US BANK	13.32			12/08/22
						HOLIDAY INN DES MOINES				
						LROEDING				
ACCOUNT TOTAL							13.32	.00		13.32
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
913		06/23 AP		10/24/22	0141921	US BANK	100.00			12/08/22
						IOWA LEAGUE OF CITIES				
						LROEDING & PKOCKLER				
ACCOUNT TOTAL							100.00	.00		100.00
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
903		06/23 AP		11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	17.39			12/13/22
						COPY PAPER				
932		06/23 AP		11/30/22	0000000	CULLIGAN WATER CONDITIONING	6.61			12/13/22
						WATER-606 UNION ROAD				
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	31.95			12/13/22
						#10 WINDOW ENVELOPES				
						CITY OF CF FINANCE				
ACCOUNT TOTAL							55.95	.00		55.95
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
961		06/23 AP		12/07/22	0000000	COPYWORKS	584.00			12/13/22
						TABLE CLOTH, BANNER STAND				
903		06/23 AP		11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.74			12/13/22
						COPY PAPER				
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	2.13			12/13/22
						#10 WINDOW ENVELOPES				
						CITY OF CF FINANCE				
ACCOUNT TOTAL							587.87	.00		587.87

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FUND 101 GENERAL FUND									
101-1038-441.81-49					PROFESSIONAL SERVICES / BACKGROUND CHECK				
913		06/23 AP		11/03/22	0141921 US BANK	322.70		12/08/22	
					ONE SOURCE THE BACKGROUND BACKGROUND CHECKS				
					ACCOUNT TOTAL	322.70	.00	322.70	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
961		06/23 AP		12/09/22	0000000 CEDAR VALLEY SAVER, INC.	75.00		12/13/22	
					JOB AD:SEASONAL LABORERS 12/08/22 DISPLAY/WEB AD				
932		06/23 AP		11/27/22	0000000 COURIER COMMUNICATIONS-ADVERT	29.40		12/13/22	
					JOB AD:WW TRTMT OPER. I COURIER				
932		06/23 AP		11/27/22	0000000 COURIER COMMUNICATIONS-ADVERT	450.00		12/13/22	
					MONTHLY DIGITAL IMPRESSNS ONLINE				
932		06/23 AP		11/23/22	0000000 COURIER COMMUNICATIONS-ADVERT	29.40		12/13/22	
					JOB AD:WW TRTMT OPER. I PULSE				
932		06/23 AP		11/20/22	0000000 COURIER COMMUNICATIONS-ADVERT	29.40		12/13/22	
					JOB AD:WW TRTMT OPER. I COURIER				
932		06/23 AP		11/17/22	0000000 COURIER COMMUNICATIONS-ADVERT	39.00		12/13/22	
					SERACH BOOST ONLINE				
932		06/23 AP		11/16/22	0000000 COURIER COMMUNICATIONS-ADVERT	29.40		12/13/22	
					JOB AD:WW TRTMT OPER. I PULSE				
932		06/23 AP		11/13/22	0000000 COURIER COMMUNICATIONS-ADVERT	950.00		12/13/22	
					MOBILE LOCATION TARGETING AMP DIGITAL				
932		06/23 AP		11/13/22	0000000 COURIER COMMUNICATIONS-ADVERT	29.40		12/13/22	
					JOB AD:WW TRTMT OPER. I COURIER				
913		06/23 AP		11/07/22	0141921 US BANK	119.95		12/08/22	
					LINKEDIN 7602203986 RECRUITER LITE MO.RENEWAL				
932		06/23 AP		11/06/22	0000000 COURIER COMMUNICATIONS-ADVERT	500.00		12/13/22	
					PPC CAMPAIGN AMP DIGITAL				
932		06/23 AP		11/06/22	0000000 COURIER COMMUNICATIONS-ADVERT	29.40		12/13/22	
					JOB AD:WW TRTMT OPER. I COURIER				
932		06/23 AP		11/06/22	0000000 COURIER COMMUNICATIONS-ADVERT	29.40		12/13/22	
					JOB AD:WW TRTMT OPER. I PULSE				
913		06/23 AP		11/04/22	0141921 US BANK	876.00		12/08/22	
					WILEY JOB AD:PRINCIPAL ENGINEER				
913		06/23 AP		11/03/22	0141921 US BANK	475.00		12/08/22	
					APWA - WORK ZONE JOB AD:PRINCIPAL ENGINEER				
913		06/23 AP		11/02/22	0141921 US BANK	266.00		12/08/22	
					ONLINE JOB ADS INDEED INDEED JOB APPLIES				
932		06/23 AP		11/02/22	0000000 COURIER COMMUNICATIONS-ADVERT	45.00		12/13/22	
					JOB AD:PT MAINT. WORKER PULSE				
932		06/23 AP		11/02/22	0000000 COURIER COMMUNICATIONS-ADVERT	29.40		12/13/22	
					JOB AD:WW TRTMT OPERT. I PULSE				
					ACCOUNT TOTAL	4,031.15	.00	4,031.15	
101-1038-441.81-55 PROFESSIONAL SERVICES / EMPLOYEE ASSISTANCE PROG									
903		06/23 AP		12/01/22	0000000 MERCYONE	225.00		12/13/22	

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FUND 101 GENERAL FUND										
101-1038-441.81-55						PROFESSIONAL SERVICES / EMPLOYEE ASSISTANCE PROG EMPL.ASSISTANCE PROGRAM				continued
					ACCOUNT TOTAL		225.00	.00	225.00	
101-1038-441.81-56						PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG 903 06/23 AP 11/28/22 0000000 WELLWORKS WELLNESS PROG. WELLWORKS WELLNESS PROG. FEE - NOV'22	693.60			12/13/22
					ACCOUNT TOTAL		693.60	.00	693.60	
101-1038-441.83-01						TRANSPORTATION&EDUCATION / TRAINING & TRAVEL 913 06/23 AP 11/08/22 0141921 US BANK WM SUPERCENTER #753 SNACKS FOR MGMT TRAINING	25.93			12/08/22
					ACCOUNT TOTAL		25.93	.00	25.93	
101-1038-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS 932 06/23 AP 12/07/22 0000000 CEDAR VALLEY SHRM 2023 MEMBERSHIP-C SOLE	100.00			12/13/22
913					06/23 AP 11/18/22 0141921 US BANK RESOURCEFUL MANAGER YEARLY SUBSCRIPTION 2023	243.96				12/08/22
					ACCOUNT TOTAL		343.96	.00	343.96	
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES 903 06/23 AP 11/30/22 0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.48			12/13/22
932					06/23 AP 11/30/22 0000000 CULLIGAN WATER CONDITIONING WATER-606 UNION ROAD	3.30				12/13/22
932					06/23 AP 11/15/22 0000000 STOREY KENWORTHY #10 WINDOW ENVELOPES CITY OF CF FINANCE	2.13				12/13/22
					ACCOUNT TOTAL		8.91	.00	8.91	
101-1048-441.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES 932 06/23 AP 12/01/22 0000000 THOMSON REUTERS - WEST WESTLAW INFORMATION 11/1/22-11/30/22	663.54			12/13/22
932					06/23 AP 11/01/22 0000000 THOMSON REUTERS - WEST WESTLAW INFORMATION 10/1/22-10/31/22	663.54				12/13/22
					ACCOUNT TOTAL		1,327.08	.00	1,327.08	
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				

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FUND 101 GENERAL FUND											
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS						continued					
932		06/23 AP		11/30/22	0000000	AHLERS AND COONEY, P.C.	160.00			12/13/22	
		LGL:LABOR RELATIONS				10/19-11/19/22					
932		06/23 AP		11/23/22	0000000	AHLERS AND COONEY, P.C.	45.00			12/13/22	
		LGL:FINALIZE AUDIT RESPON				10/26/22					
903		06/23 AP		11/01/22	0000000	REDFERN,MASON,LARSEN & MOORE,	665.00			12/13/22	
		LGL:GREENHILL VILL.9TH AD				10/4/22-10/27/22					
PROJECT#: 023006											
903		06/23 AP		11/01/22	0000000	REDFERN,MASON,LARSEN & MOORE,	76.00			12/13/22	
		LGL:MISCELLANEOUS MATTERS				10/5-10/6/22					
932		06/23 AP		11/01/22	0000000	REDFERN,MASON,LARSEN & MOORE,	371.25			12/13/22	
		LGL:GENERAL CITY MATTERS				10/25-10/31/22					
		ACCOUNT TOTAL						1,317.25	.00	1,317.25	
101-1048-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
913		06/23 AP		10/21/22	0141921	US BANK	85.00			12/08/22	
		IOWA LEAGUE OF CITIES				2022 IMAA ANNUAL SEMINAR					
		ACCOUNT TOTAL						85.00	.00	85.00	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
903		06/23 AP		11/28/22	0000000	KIRK GROSS COMPANY	24.00			12/13/22	
		NAME PLATES - S HARSCHNEK									
		ACCOUNT TOTAL						24.00	.00	24.00	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT											
914		06/23 AP		11/14/22	0141921	US BANK	85.00			12/08/22	
		INTUIT *QBOOKS ONLINE				QUICKBOOKS MONTHLY SUB.					
914		06/23 AP		11/02/22	0141921	US BANK	1,527.75			12/08/22	
		FARONICS TECHNOLOGIES USA				CLOUD CONECTOR FY23 RENEW					
914		06/23 AP		11/02/22	0141921	US BANK	824.99			12/08/22	
		FARONICS TECHNOLOGIES USA				DEEP FREEZE FY23 RENEWAL					
		ACCOUNT TOTAL						2,437.74	.00	2,437.74	
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS											
914		06/23 AP		11/08/22	0141921	US BANK	16.99			12/08/22	
		AMAZON.COM*HB2KF7CPO				ADULT BOOKS (MEM HOGAN)					
914		06/23 AP		10/27/22	0141921	US BANK	22.49			12/08/22	
		AMAZON.COM*H081K10C0				ADULT BOOKS (MEM LSB)					
		ACCOUNT TOTAL						39.48	.00	39.48	

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FUND 101 GENERAL FUND											
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM											
914		06/23 AP		11/15/22	0141921	US BANK	54.63			12/08/22	
		AMZN MKTP		US*HB6JY69F1		FOTL:YOUTH-CRICUT MATS &					
914		06/23 AP		11/14/22	0141921	US BANK	89.94			12/08/22	
		AMAZON.COM*HB1458CO2		AMZN		FOTL:MEMORIAL-ADULT BOOKS					
914		06/23 AP		11/08/22	0141921	US BANK	15.99			12/08/22	
		AMZN MKTP		US*H20UF0332		FOTL:YOUTH-STREAMERS					
914		06/23 AP		11/08/22	0141921	US BANK	72.62			12/08/22	
		AMZN MKTP		US*H21TZ8W90		FOTL:YOUTH-CARDSTOCK					
914		06/23 AP		11/07/22	0141921	US BANK	164.11			12/08/22	
		SP CARDSTOCK		WAREHOU		FOTL:YOUTH-CARDSTOCK					
914		06/23 AP		11/01/22	0141921	US BANK	64.82			12/08/22	
		WM SUPERCENTER		#753		FOTL:YOUTH-CANDY					
914		06/23 AP		10/27/22	0141921	US BANK	138.97			12/08/22	
		AMZN MKTP		US*H02LS10R0		FOTL:YOUTH-ASSORTED TOUCH					
		ACCOUNT TOTAL						601.08	.00	601.08	
101-1060-423.93-01 EQUIPMENT / EQUIPMENT											
914		06/23 AP		11/21/22	0141921	US BANK	71.42			12/08/22	
		AMZN MKTP		US*HI9WV5QY1		ETHERNET CABLE & HDMI					
		ACCOUNT TOTAL						71.42	.00	71.42	
101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS											
914		06/23 AP		11/15/22	0141921	US BANK	52.44			12/08/22	
		SP AMERICAN		BUTTON M		2.25" BUTTON SETS					
		ACCOUNT TOTAL						52.44	.00	52.44	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS											
914		06/23 AP		11/21/22	0141921	US BANK	20.99			12/08/22	
		AMAZON.COM*HI0AB0EE2		AMZN		ADULT BOOKS					
914		06/23 AP		11/21/22	0141921	US BANK	32.98			12/08/22	
		AMAZON.COM*HI9587W60		AMZN		ADULT BOOKS					
914		06/23 AP		11/21/22	0141921	US BANK	17.95			12/08/22	
		AMAZON.COM*HI7MY3S41		AMZN		ADULT BOOKS					
914		06/23 AP		11/14/22	0141921	US BANK	13.49			12/08/22	
		AMAZON.COM*HB44B35H1				ADULT BOOKS					
914		06/23 AP		11/08/22	0141921	US BANK	30.26			12/08/22	
		AMZN MKTP		US*H20Z5Z82		ADULT BOOKS					
914		06/23 AP		11/08/22	0141921	US BANK	8.99			12/08/22	
		AMAZON.COM*HB2KF7CP0				ADULT BOOKS					
914		06/23 AP		11/07/22	0141921	US BANK	21.29			12/08/22	
		AMZN MKTP		US*H27LL5BX0		ADULT BOOKS					
914		06/23 AP		10/31/22	0141921	US BANK	31.05			12/08/22	
		AMAZON.COM*H05YH38X1				ADULT BOOKS					

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FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
914		06/23	AP	10/27/22	0141921	US BANK	13.99		12/08/22	
				AMAZON.COM*H081K10C0		ADULT BOOKS				
914		06/23	AP	10/24/22	0141921	US BANK	17.99		12/08/22	
				AMAZON.COM*H869K7D61 AMZN		ADULT BOOKS				
914		06/23	AP	10/24/22	0141921	US BANK	16.81		12/08/22	
				AMAZON.COM*H81RP9F22		ADULT BOOKS				
914		06/23	AP	10/24/22	0141921	US BANK	12.99		12/08/22	
				AMAZON.COM*H880W9F52		ADULT BOOKS				
ACCOUNT TOTAL							238.78	.00	238.78	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
914		06/23	AP	11/21/22	0141921	US BANK	15.99		12/08/22	
				AMAZON.COM*HW49T2Z30 AMZN		YOUNG ADULT BOOKS				
914		06/23	AP	11/08/22	0141921	US BANK	29.12		12/08/22	
				AMAZON.COM*H26TK1W00		YOUNG ADULT BOOKS				
ACCOUNT TOTAL							45.11	.00	45.11	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
914		06/23	AP	11/21/22	0141921	US BANK	29.98		12/08/22	
				AMAZON.COM*H11WR9Z82 AMZN		YOUTH BOOKS				
914		06/23	AP	11/21/22	0141921	US BANK	9.96		12/08/22	
				AMAZON.COM*H10AB0EE2 AMZN		YOUTH BOOKS				
914		06/23	AP	11/08/22	0141921	US BANK	104.21		12/08/22	
				AMZN MKTP US*H26RJ8WK0		YOUTH BOOKS				
914		06/23	AP	11/08/22	0141921	US BANK	93.73		12/08/22	
				AMZN MKTP US*H202Z5Z82		YOUTH BOOKS				
914		06/23	AP	11/08/22	0141921	US BANK	55.83		12/08/22	
				AMAZON.COM*HB2KF7CP0		YOUTH BOOKS				
914		06/23	AP	11/07/22	0141921	US BANK	18.95		12/08/22	
				AMAZON.COM*H25BR28C0		YOUTH BOOKS				
914		06/23	AP	11/07/22	0141921	US BANK	56.98		12/08/22	
				AMZN MKTP US*H01XC3KL2		YOUTH BOOKS				
914		06/23	AP	11/04/22	0141921	US BANK	19.99		12/08/22	
				AMAZON.COM*H084N3Q22		YOUTH BOOKS				
ACCOUNT TOTAL							389.63	.00	389.63	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
914		06/23	AP	11/14/22	0141921	US BANK	10.49		12/08/22	
				AMZN MKTP US*HB2YO0S50		ADULT VIDEOS				
914		06/23	AP	11/14/22	0141921	US BANK	9.97		12/08/22	
				AMZN MKTP US*HB31D8S50		ADULT VIDEOS				
914		06/23	AP	10/31/22	0141921	US BANK	9.99		12/08/22	
				AMZN MKTP US*H84QF12L2		ADULT VIDEOS				

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FUND 101 GENERAL FUND										
101-1061-423.89-25						MISCELLANEOUS SERVICES / ADULT VIDEO				
914		06/23 AP		10/24/22	0141921	US BANK	24.99		12/08/22	
						AMAZON.COM*HT6IC1782				
						ADULT VIDEOS				
						ACCOUNT TOTAL	55.44	.00	55.44	
continued										
101-1061-423.89-26						MISCELLANEOUS SERVICES / NON-PRINT RESOURCES				
914		06/23 AP		11/08/22	0141921	US BANK	19.93		12/08/22	
						AMAZON.COM*H26TK1W00				
						ADULT VIDEO GAMES				
						ACCOUNT TOTAL	19.93	.00	19.93	
101-1061-423.89-36						MISCELLANEOUS SERVICES / YOUTH VIDEO				
914		06/23 AP		11/01/22	0141921	US BANK	9.88		12/08/22	
						AMZN MKTP US*H025J22K1				
						YOUTH VIDEOS				
914		06/23 AP		10/25/22	0141921	US BANK	16.86		12/08/22	
						AMZN MKTP US*H847002S1				
						YOUTH VIDEOS				
						ACCOUNT TOTAL	26.74	.00	26.74	
101-1061-423.89-47						MISCELLANEOUS SERVICES / LIBRARY OF THINGS				
914		06/23 AP		11/14/22	0141921	US BANK	11.99		12/08/22	
						AMZN MKTP US*HB3KQ4ST0				
						STEEL DRUM FINGER PICKS				
914		06/23 AP		10/26/22	0141921	US BANK	22.23		12/08/22	
						AMZN MKTP US*H80F59192				
						STERLITE STORAGE TOTES				
						ACCOUNT TOTAL	34.22	.00	34.22	
101-1118-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
903		06/23 AP		11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.74		12/13/22	
						COPY PAPER				
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	2.13		12/13/22	
						#10 WINDOW ENVELOPES				
						CITY OF CF FINANCE				
						ACCOUNT TOTAL	3.87	.00	3.87	
101-1118-441.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
913		06/23 AP		11/21/22	0141921	US BANK	30.00		12/08/22	
						SQ *CHOCOLATERIE STAM CED				
						CHOCOLATERIE STAM				
913		06/23 AP		11/21/22	0141921	US BANK	89.33		12/08/22	
						SQ *CHOCOLATERIE STAM CED				
						CHOCOLATERIE STAM				
						ACCOUNT TOTAL	119.33	.00	119.33	

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FUND 101 GENERAL FUND										
101-1118-441.81-98						PROFESSIONAL SERVICES / ECONOMIC DEVELOPMENT ACT.				
903		06/23 AP		12/01/22	0000000	SIGNS BY TOMORROW	332.25			12/13/22
						ECONOMIC DEV.POSTER BRDS.				
903		06/23 AP		11/18/22	0000000	GROW CEDAR VALLEY PROSPECT VISIT	2,074.40			12/13/22
						RMB:FLIGHT COST ECON.DEV.				
						ACCOUNT TOTAL	2,406.65	.00		2,406.65
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
913		06/23 AP		11/21/22	0141921	US BANK	30.37			12/08/22
						ARGENTINA RESTAURANT				
913		06/23 AP		11/21/22	0141921	US BANK	22.39			12/08/22
						NS OISTERWIJK				
913		06/23 AP		11/21/22	0141921	US BANK	22.39			12/08/22
						NS AMSTERDAM CENTRAAL				
913		06/23 AP		11/21/22	0141921	US BANK	24.55			12/08/22
						HARD ROCK CAFE A'DAM				
913		06/23 AP		11/21/22	0141921	US BANK	29.30			12/08/22
						MOEDERS				
913		06/23 AP		11/18/22	0141921	US BANK	14.93			12/08/22
						NS AMSTERDAM CENTRAAL				
913		06/23 AP		11/17/22	0141921	US BANK	3.43			12/08/22
						GVB VOERTUIG T2097CC				
913		06/23 AP		11/17/22	0141921	US BANK	43.02			12/08/22
						NS AMSTERDAM CENTRAAL				
913		06/23 AP		11/17/22	0141921	US BANK	26.75			12/08/22
						THE BLACK DOG				
913		06/23 AP		11/16/22	0141921	US BANK	23.87			12/08/22
						CHILI'S BAR B14 ORD				
913		06/23 AP		11/16/22	0141921	US BANK	57.98			12/08/22
						ZETTLE *TAXI TUINDORP				
913		06/23 AP		11/16/22	0141921	US BANK	18.60			12/08/22
						O' REILLYS IRISH PUB				
913		06/23 AP		11/14/22	0141921	US BANK	2,332.89			12/08/22
						HOTELSCOM7242874841282				
						NH CITY CENTRE AMSTERDAM				
						ACCOUNT TOTAL	2,650.47	.00		2,650.47
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
903		06/23 AP		11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.74			12/13/22
						COPY PAPER				
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	2.13			12/13/22
						#10 WINDOW ENVELOPES				
						CITY OF CF FINANCE				
						ACCOUNT TOTAL	3.87	.00		3.87
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										

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FUND 101 GENERAL FUND										
101-1199-421.31-10						HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE				continued
913		06/23 AP		10/27/22	0141921	US BANK		48.45		12/08/22
						SHERWIN WILLIAMS 703171				
						RETURN OF UNUSED PAINT				
913		06/23 AP		10/24/22	0141921	US BANK	317.60			12/08/22
						SHERWIN WILLIAMS 703171				
						PAINT FOR MURAL PROJECT				
						ACCOUNT TOTAL	317.60	48.45		269.15
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
961		06/23 AP		11/16/22	0000000	COURIER LEGAL COMMUNICATIONS	539.56			12/13/22
						MINUTES/RECEIPTS 11/7 MTG				
961		06/23 AP		11/14/22	0000000	COURIER LEGAL COMMUNICATIONS	33.96			12/13/22
						PH NTC:CF STORAGE LLC				
961		06/23 AP		11/14/22	0000000	COURIER LEGAL COMMUNICATIONS	101.85			12/13/22
						ORDINANCE #3018				
						ACCOUNT TOTAL	675.37	.00		675.37
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
913		06/23 AP		11/21/22	0141921	US BANK	34.24			12/08/22
						TST* STARBECKS SMOKEHOUS				
						GOAL SETTING MEALS				
913		06/23 AP		11/21/22	0141921	US BANK	17.12			12/08/22
						TST* STARBECKS SMOKEHOUS				
						GOAL SETTING MEALS				
913		06/23 AP		11/15/22	0141921	US BANK	44.14			12/08/22
						WAL-MART #0753				
						GOAL SETTING MEALS				
913		06/23 AP		11/15/22	0141921	US BANK	219.35			12/08/22
						TST* STARBECKS SMOKEHOUS				
						GOAL SETTING MEALS				
						ACCOUNT TOTAL	314.85	.00		314.85
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
870		06/23 AP		11/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.88			12/13/22
						11X17 PAPER				
870		06/23 AP		11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.08			12/13/22
						PENS				
870		06/23 AP		11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.27			12/13/22
						COPY PAPER				
869		06/23 AP		10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.56			12/13/22
						SHARPIE MARKERS				
869		06/23 AP		10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.85			12/13/22
						LETTER FILE				
						ACCOUNT TOTAL	9.64	.00		9.64
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING										
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	2.13			12/13/22

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FUND 101 GENERAL FUND										
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING continued										
#10 WINDOW ENVELOPES CITY OF CF FINANCE										
ACCOUNT TOTAL							2.13	.00	2.13	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
903				06/23 AP 11/28/22	0000000	KIRK GROSS COMPANY	24.00			12/13/22
NAME PLATES - D VELIC										
870				06/23 AP 11/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	17.49			12/13/22
11X17 PAPER										
870				06/23 AP 11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.64			12/13/22
PENS										
870				06/23 AP 11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.74			12/13/22
COPY PAPER										
932				06/23 AP 11/15/22	0000000	STOREY KENWORTHY	10.65			12/13/22
#10 WINDOW ENVELOPES CITY OF CF FINANCE										
913				06/23 AP 11/14/22	0141921	US BANK	24.09			12/08/22
AMZN MKTP US*HB5TH75F1 OFFICE SUPPLIES-A SPRAY										
869				06/23 AP 10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.64			12/13/22
SHARPIE MARKERS										
869				06/23 AP 10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	16.50			12/13/22
LETTER FILE, CALCULATOR										
ACCOUNT TOTAL							109.75	.00	109.75	
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS										
869				06/23 AP 11/18/22	0000000	SERVICWEAR APPAREL, INC.	74.36			12/13/22
UNIFORMS-WARDELL, CRAIG SWEATSHIRT, POLOS										
ACCOUNT TOTAL							74.36	.00	74.36	
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING										
869				06/23 AP 11/10/22	0000000	STOREY KENWORTHY	85.00			12/13/22
DRYWALL INSPECTION LABELS										
869				06/23 AP 11/10/22	0000000	STOREY KENWORTHY	95.00			12/13/22
FRAMING PASSED LABELS										
869				06/23 AP 11/10/22	0000000	STOREY KENWORTHY	95.50			12/13/22
PLUMBING INSPECTION LABEL										
869				06/23 AP 11/10/22	0000000	STOREY KENWORTHY	140.00			12/13/22
ELECTRICAL INSPECT LABELS										
ACCOUNT TOTAL							415.50	.00	415.50	
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
913				06/23 AP 10/31/22	0141921	US BANK		60.00		12/08/22
311 INDUSTRIES CORP SHOE COVER RETURN										

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FUND 101 GENERAL FUND									
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES						continued			
913		06/23 AP		10/28/22	0141921	US BANK	336.30		12/08/22
					311 INDUSTRIES CORP	SHOE COVERS			
					ACCOUNT TOTAL		336.30	60.00	276.30
101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
913		06/23 AP		11/14/22	0141921	US BANK	2.06		12/08/22
913		06/23 AP		11/14/22	0141921	STATE FIRE MARSHAL DIV EL ELECTRICAL LICENSE	75.00		12/08/22
					ACCOUNT TOTAL		77.06	0.00	77.06
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
913		06/23 AP		11/16/22	0141921	US BANK	2.06		12/08/22
913		06/23 AP		11/16/22	0141921	STATE FIRE MARSHAL DIV EL ELECTRIC LICENSE-J CRAIG	75.00		12/08/22
913		06/23 AP		10/28/22	0141921	US BANK	100.00		12/08/22
					PAYPAL *IOWA CHAPTE IOWA	ELEC LICENSE EDUCATION			
					ACCOUNT TOTAL		177.06	0.00	177.06
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
870		06/23 AP		11/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	13.99		12/13/22
					11X17 PAPER				
870		06/23 AP		11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.36		12/13/22
					PENS				
870		06/23 AP		11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.39		12/13/22
					COPY PAPER				
869		06/23 AP		10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.60		12/13/22
					SHARPIE MARKERS				
869		06/23 AP		10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.94		12/13/22
					LETTER FILE				
					ACCOUNT TOTAL		30.28	0.00	30.28
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING									
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	21.30		12/13/22
					#10 WINDOW ENVELOPES	CITY OF CF FINANCE			
					ACCOUNT TOTAL		21.30	0.00	21.30
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									

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FUND 101 GENERAL FUND											
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued					
937		06/23 AP		12/08/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	25.99			12/13/22	
				2023 DESK CAL.-BROCK							
868		06/23 AP		11/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	20.64			12/13/22	
				LARGE STAPLES							
868		06/23 AP		11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.34			12/13/22	
				TAPE DISPENSER							
913		06/23 AP		11/21/22	0141921	US BANK	287.99			12/08/22	
				AMZN MKTP US*HI3Z70DH1		BUILDING CLOCKS					
913		06/23 AP		11/17/22	0141921	US BANK	157.33			12/08/22	
				AMZN MKTP US*HI61Z61H0		CARD PRINTER					
913		06/23 AP		11/16/22	0141921	US BANK	30.97			12/08/22	
				AMZN MKTP US*HB8Y45IW1		OFFICE SUPPLY					
913		06/23 AP		11/15/22	0141921	US BANK	22.88			12/08/22	
				AMZN MKTP US*HB38159B1		SIGN HOLDER					
913		06/23 AP		11/04/22	0141921	US BANK	120.25			12/08/22	
				AMZN MKTP US*H24O15T31		INK					
		ACCOUNT TOTAL						669.39	.00	669.39	
101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP.											
913		06/23 AP		11/14/22	0141921	US BANK	29.87			12/08/22	
				PICKLEBALL CENTRAL		PICKLEBALL NET PARTS					
		ACCOUNT TOTAL						29.87	.00	29.87	
101-2253-423.72-44 OPERATING SUPPLIES / EXERCISE EQUIP. REPAIRS											
913		06/23 AP		11/15/22	0141921	US BANK	93.65			12/08/22	
				SPORTSMITH LLC		BIKE PEDALS					
913		06/23 AP		11/03/22	0141921	US BANK	398.00			12/08/22	
				WAL-MART #0753		ACTIVITY COURT TV					
		ACCOUNT TOTAL						491.65	.00	491.65	
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP											
913		06/23 AP		11/15/22	0141921	US BANK	139.00			12/08/22	
				SP SPEEDY SWEEP		BATTERY SWEEPER					
913		06/23 AP		10/25/22	0141921	US BANK	26.25			12/08/22	
				DOLLAR TREE		CYCLING HALLOWEEN					
		ACCOUNT TOTAL						165.25	.00	165.25	
101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES											
913		06/23 AP		11/15/22	0141921	US BANK	97.31			12/08/22	
				AMZN MKTP US*HB38159B1		INDOOR PARK					
913		06/23 AP		11/11/22	0141921	US BANK	99.94			12/08/22	

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FUND 101 GENERAL FUND									
101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES							continued		
						AMZN MKTP US*HB2LA8MX0			
						INDOOR PARK			
						ACCOUNT TOTAL	197.25	.00	197.25
101-2253-423.73-55 OTHER SUPPLIES / MEDIA									
913		06/23 AP		11/17/22	0141921	US BANK	9.53		12/08/22
						ADS*DUJ6GHXQ72			
						FACEBOOK			
						ACCOUNT TOTAL	9.53	.00	9.53
101-2253-423.85-01 UTILITIES / UTILITIES									
902		06/23 AP		12/01/22	0000000	IWMC	58.00		12/13/22
						WATER MANAGEMENT SERVICE			
868		06/23 AP		10/01/22	0000000	IOWA WATER MANAGEMENT CORP.	58.00		12/13/22
						WATER MANAGEMENT SERVICE			
						ACCOUNT TOTAL	116.00	.00	116.00
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
902		06/23 AP		11/30/22	0000000	CULLIGAN WATER CONDITIONING	45.25		12/13/22
						NOV'22 CULLIGAN SERVICE			
902		06/23 AP		11/29/22	0000000	MENARDS-CEDAR FALLS	186.27		12/13/22
						UTILITY BLADES			
868		06/23 AP		11/25/22	0000000	ARAMARK	26.25		12/13/22
						REC CTR MATS			
913		06/23 AP		11/16/22	0141921	US BANK	9.99		12/08/22
						AMZN MKTP US*HI9WT4NZ0			
913		06/23 AP		11/10/22	0141921	US BANK	11.38		12/08/22
						O DONNELL ACE HARDWARE			
913		06/23 AP		11/03/22	0141921	US BANK	213.97		12/08/22
						WAL-MART #0753			
						CORDLESS VAC			
						ACCOUNT TOTAL	493.11	.00	493.11
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.									
868		06/23 AP		11/22/22	0000000	GREENS KEEPER LAWN SERVICE LL	1,375.00		12/13/22
						FALL FERTILIZATION & AERATION 2022			
937		06/23 AP		11/17/22	0000000	FASTENAL COMPANY	323.96		12/13/22
						SIMPLE GREEN D,BOLTS			
868		06/23 AP		11/10/22	0000000	ROYALTURF INC	546.00		12/13/22
						FALL BED CLEANUP 2022			
913		06/23 AP		11/08/22	0141921	US BANK	30.68		12/08/22
						O DONNELL ACE HARDWARE			
913		06/23 AP		11/04/22	0141921	US BANK	48.53		12/08/22
						O DONNELL ACE HARDWARE			
						ANTIFREEZE/OUTLET ADAPT			

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FUND 101 GENERAL FUND											
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.							continued				
ACCOUNT TOTAL								2,324.17	.00	2,324.17	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
913	06/23	AP	11/04/22	0141921	US BANK			8.49		12/08/22	
					AMZN MKTP US*H22TG2M60					BOTTLE BRUSH FOR KITCHEN	
ACCOUNT TOTAL								8.49	.00	8.49	
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES											
939	06/23	AP	12/02/22	0000000	CONTINENTAL CLAY COMPANY			22.33		12/13/22	
					CLAY						
939	06/23	AP	12/02/22	0000000	MINNESOTA CLAY USA			128.00		12/13/22	
					GLAZES						
939	06/23	AP	12/02/22	0000000	MINNESOTA CLAY USA			205.97		12/13/22	
					CLAY,BATS,UNDERGLAZE,TOOL					GLAZES	
913	06/23	AP	11/09/22	0141921	US BANK			80.82		12/08/22	
					MICHAELS STORES 1246					FOAM,CRAFT PAPER,BLADE	
913	06/23	AP	11/03/22	0141921	US BANK			34.10		12/08/22	
					WM SUPERCENTER #753					CUPS,PLATES,MARKERS	
913	06/23	AP	10/26/22	0141921	US BANK			60.10		12/08/22	
					WAL-MART #0753					PAINT MARKERS,CANDY	
ACCOUNT TOTAL								531.32	.00	531.32	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES											
939	06/23	AP	11/29/22	0000000	SIGNS BY TOMORROW			45.00		12/13/22	
					JOHN PAGE LABELS FOR CITY					HALL	
	PROJECT#:				023231						
913	06/23	AP	11/10/22	0141921	US BANK			27.00		12/08/22	
					PARTY CITY 5191					DISCO BALL	
913	06/23	AP	11/04/22	0141921	US BANK			20.99		12/08/22	
					AMZN MKTP US*H25M58AT1					MOUNTING SQUARES	
ACCOUNT TOTAL								92.99	.00	92.99	
101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES											
939	06/23	AP	12/02/22	0000000	MINNESOTA CLAY USA			412.00		12/13/22	
					KILN ELEMENTS FOR REPAIR						
ACCOUNT TOTAL								412.00	.00	412.00	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
939	06/23	AP	11/25/22	0000000	ARAMARK			13.74		12/13/22	

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FUND 101 GENERAL FUND										
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES						continued				
RUG SERVICE										
ACCOUNT TOTAL							13.74	.00	13.74	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
939		06/23 AP		11/30/22	0000000	IOWA PUBLIC RADIO, INC.	235.20			12/13/22
WINTER IPR ADS										
939		06/23 AP		11/17/22	0000000	LIMELIGHT CEDAR VALLEY FUND	250.00			12/13/22
SPONSORSHIP OF TABLE AT						ARTS SUMMIT 2023				
913		06/23 AP		11/16/22	0141921	US BANK	55.00			12/08/22
BUSY BEAVER BUTTON CO.						NEW HUMANIST BUTTON				
913		06/23 AP		11/03/22	0141921	US BANK	15.00			12/08/22
FACEBK J6M7EJBZN2						HALLOWEEN ADS				
913		06/23 AP		10/27/22	0141921	US BANK	81.63			12/08/22
BUSY BEAVER BUTTON CO.						NEW HUMANISTS BUTTONS				
ACCOUNT TOTAL							636.83	.00	636.83	
101-2280-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
913		06/23 AP		11/14/22	0141921	US BANK	145.00			12/08/22
IOWA MUSEUM ASSOCIATIO						MEMBERSHIP RENEWAL				
ACCOUNT TOTAL							145.00	.00	145.00	
101-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE										
913		06/23 AP		11/21/22	0141921	US BANK	309.00			12/08/22
SQ *DOLLYS TAXI						PUBLIC ART COMMITTEE TOUR				
939		06/23 AP		10/31/22	0000000	ECHO GROUP, INC.	255.89			12/13/22
LIGHT FIXTURE FOR GATEWAY						TO TRAILS=MELENDY PARK				
ACCOUNT TOTAL							564.89	.00	564.89	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
913		06/23 AP		11/11/22	0141921	US BANK	135.97			12/08/22
HY-VEE CEDAR FALLS 1052						FOOD FOR NEW HUMANIST				
ACCOUNT TOTAL							135.97	.00	135.97	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
903		06/23 AP		11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.48			12/13/22
COPY PAPER										
931		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	89.90			12/13/22
COPY PAPER						FIRE DIVISION				
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	4.26			12/13/22

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FUND 101 GENERAL FUND									
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
913				06/23 AP 11/04/22	0141921	US BANK #10 WINDOW ENVELOPES PAYNE CALENDARS	51.75		12/08/22
							149.39	.00	149.39
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
923				06/23 AP 11/25/22	0000000	ARAMARK TOWELS&MATS-PSS BUILDING	24.59		12/13/22
923				06/23 AP 11/25/22	0000000	ARAMARK TOWELS&MATS-STATION #2	7.25		12/13/22
							31.84	.00	31.84
101-4511-414.72-10 OPERATING SUPPLIES / FIRE PREVENTION									
913				06/23 AP 11/07/22	0141921	US BANK AMZN MKTP US*H241M2BV1	56.95		12/08/22
							56.95	.00	56.95
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES									
913				06/23 AP 11/21/22	0141921	US BANK AMZN MKTP US*HW35Y4CC0	27.99		12/08/22
913				06/23 AP 11/14/22	0141921	US BANK AMZN MKTP US*HB1CL7XQ1	67.98		12/08/22
							95.97	.00	95.97
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
923				06/23 AP 11/22/22	0000000	MCKENNA MCNELLY PHOTOGRAPHY PROF.RETAKES-J ZOLONDEK	65.00		12/13/22
923				06/23 AP 11/15/22	0000000	MCKENNA MCNELLY PHOTOGRAPHY PROF. PHOTOS-J ZOLONDEK	65.00		12/13/22
							130.00	.00	130.00
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
913				06/23 AP 11/21/22	0141921	US BANK COUNTRY INN AND SUITES	439.04		12/08/22
913				06/23 AP 11/21/22	0141921	US BANK COUNTRY INN AND SUITES	439.04		12/08/22
913				06/23 AP 11/21/22	0141921	US BANK COUNTRY INN AND SUITES	439.04		12/08/22
913				06/23 AP 11/21/22	0141921	US BANK COUNTRY INN AND SUITES	439.04		12/08/22

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FUND 101 GENERAL FUND									
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued			
						COUNTRY INN AND SUITES			
913		06/23 AP		11/21/22	0141921	US BANK	62.30		12/08/22
						HOTEL-FIRE INSTR I-KRUEGR			
913		06/23 AP		11/21/22	0141921	US BANK	46.98		12/08/22
						FUEL:FIRE INSTR I			
913		06/23 AP		11/21/22	0141921	US BANK	98.82		12/08/22
						MEALS(4)-FIRE INSTR I			
913		06/23 AP		11/21/22	0141921	US BANK	47.36		12/08/22
						MEALS(4)-FIRE INSTR I			
913		06/23 AP		11/17/22	0141921	US BANK	48.84		12/08/22
						MEASL(4)-FIRE INSTR I			
913		06/23 AP		11/17/22	0141921	US BANK	86.07		12/08/22
						MEALS(4)-FIRE INSTR I			
913		06/23 AP		11/17/22	0141921	US BANK	51.74		12/08/22
						MEALS(4)-FIRE INSTR I			
913		06/23 AP		11/16/22	0141921	US BANK	63.13		12/08/22
						MEASL(4)-FIRE INSTR I			
913		06/23 AP		11/16/22	0141921	US BANK	102.75		12/08/22
						MEALS(4)-FIRE INSTR I			
913		06/23 AP		11/16/22	0141921	US BANK	111.26		12/08/22
						MEALS(4)-FIRE INSTR I			
913		06/23 AP		11/14/22	0141921	US BANK	31.80		12/08/22
						MEALS:FIRE SRV TRNG BREAU			
913		06/23 AP		11/14/22	0141921	US BANK	26.05		12/08/22
						MEALS:FIRE SRV TRNG BREAU			
913		06/23 AP		11/14/22	0141921	US BANK	366.24		12/08/22
						HOTEL:FIRE SRV TRNG BREAU			
913		06/23 AP		10/24/22	0141921	US BANK	108.47		12/08/22
						MEALS-FIRE @ 3112 BOULDER			
						ACCOUNT TOTAL	3,007.97	.00	3,007.97
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
913		06/23 AP		11/02/22	0141921	US BANK		45.00	12/08/22
						REFUND:ADV.VEHICLE EXTRAC			
913		06/23 AP		10/31/22	0141921	US BANK	176.32		12/08/22
						BOOKS:FIRE/EM SERV INSTR			
						ACCOUNT TOTAL	176.32	45.00	131.32
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
923		06/23 AP		12/01/22	0000000	SIGNS BY TOMORROW	1,639.25		12/13/22
						REMV:PINK STRIPING FD#521			
						ACCOUNT TOTAL	1,639.25	.00	1,639.25

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FUND 101 GENERAL FUND										
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
913		06/23 AP		11/04/22	0141921	US BANK BADGEANDWALLET.COM	185.55			12/08/22
						LAPEL PINS-FIRE SUPRVRS.				
						ACCOUNT TOTAL	185.55	.00	185.55	
101-4511-414.93-01 EQUIPMENT / EQUIPMENT										
913		06/23 AP		11/01/22	0141921	US BANK AMZN MKTP US*H041L07G1	126.96			12/08/22
						3 GILMOUR HIGH-PRSR NOZZL				
						ACCOUNT TOTAL	126.96	.00	126.96	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
931		06/23 AP		12/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.84			12/13/22
						TABS FOR HANGING FILES				
931		06/23 AP		12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	50.98			12/13/22
						BINDERS, DIVIDERS, NT PAPER				
903		06/23 AP		11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.48			12/13/22
						COPY PAPER				
913		06/23 AP		11/21/22	0141921	US BANK AMZN MKTP US*HI2998UD1	199.92			12/08/22
						BLANK DVD'S - PD				
931		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.48			12/13/22
						BUSINESS CARD HOLDER				
931		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	89.90			12/13/22
						COPY PAPER				
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	4.26			12/13/22
						#10 WINDOW ENVELOPES				
913		06/23 AP		11/04/22	0141921	US BANK PAYNE CALENDARS	51.75			12/08/22
						PLANNERS-SUPERVISORS				
						ACCOUNT TOTAL	403.61	.00	403.61	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
923		06/23 AP		11/25/22	0000000	ARAMARK	18.62			12/13/22
						MATS-PSS BUILDING				
						ACCOUNT TOTAL	18.62	.00	18.62	
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
913		06/23 AP		11/03/22	0141921	US BANK TRITECH FORENSICS		126.25		12/08/22
						CREDIT-SPECIMEN KITS				
913		06/23 AP		10/31/22	0141921	US BANK IN *ARROWHEAD SCIENTIFIC	123.12			12/08/22
						SPECIMEN KITS				
						ACCOUNT TOTAL	123.12	126.25	3.13-	

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FUND 101 GENERAL FUND											
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT											
913	06/23	AP		11/21/22	0141921	US BANK	27.99		12/08/22		
		AMZN MKTP				9V BATTERIES (12 CT PKG)					
913	06/23	AP		10/27/22	0141921	US BANK	21.00		12/08/22		
		GLOCK INC				PRESSURE LOCK SPRINGS (8)					
913	06/23	AP		10/24/22	0141921	US BANK	31.90		12/08/22		
		AMZN MKTP				2-20 CT POCKET CPR MASKS					
		ACCOUNT TOTAL						80.89	.00	80.89	
101-5521-415.72-24 OPERATING SUPPLIES / AMMUNITION											
931	06/23	AP		11/21/22	0000000	KIESLER'S POLICE SUPPLY, INC.	2,937.20		12/13/22		
		AMMUNITIONSAL;10/1-31/22									
931	06/23	AP		10/31/22	0000000	KIESLER'S POLICE SUPPLY, INC.	5,323.50		12/13/22		
		.223REM AMMUNITION									
		ACCOUNT TOTAL						8,260.70	.00	8,260.70	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
931	06/23	AP		11/16/22	0000000	MCKENNA MCNELLY PHOTOGRAPHY	65.00		12/13/22		
		PROF PHOTO-K JANIKOWSKI									
931	06/23	AP		11/15/22	0000000	NET TRANSCRIPTS, INC.	1.47		12/13/22		
		TRANSCRIPT SERV.-B MADSEN									
		CASE 22088409									
		ACCOUNT TOTAL						66.47	.00	66.47	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
913	06/23	AP		11/21/22	0141921	US BANK	248.64		12/08/22		
		RESIDENCE INN ANKENY									
913	06/23	AP		11/16/22	0141921	US BANK	185.00		12/08/22		
		IA PUBLIC DEF TRAINING									
913	06/23	AP		11/07/22	0141921	US BANK	435.84		12/08/22		
		HOMES TO SUITES BY HILTON									
913	06/23	AP		11/07/22	0141921	US BANK	435.84		12/08/22		
		HOMES TO SUITES BY HILTON									
913	06/23	AP		11/03/22	0141921	US BANK	185.00		12/08/22		
		IA PUBLIC DEF TRAINING									
913	06/23	AP		10/26/22	0141921	US BANK	165.70		12/08/22		
		SUBWAY 35634									
913	06/23	AP		10/21/22	0141921	US BANK	21.71		12/08/22		
		JETHRO S PORK CHOP GRILL									
913	06/23	AP		10/21/22	0141921	US BANK	25.94		12/08/22		
		PANERA BREAD #203216 P									
		MEAL-SUPV.INVESTIG.UNITS									
		ACCOUNT TOTAL						1,703.67	.00	1,703.67	

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FUND 101 GENERAL FUND									
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
913		06/23 AP		10/25/22	0141921	US BANK	695.00		12/08/22
				FBI LEEDA INC		REG:EXECUTIVE LDRSHP INST			
913		06/23 AP		10/25/22	0141921	US BANK	695.00		12/08/22
				FBI LEEDA INC		REG:EXECUTIVE LDRSHP INST			
913		06/23 AP		10/25/22	0141921	US BANK	695.00		12/08/22
				FBI LEEDA INC		REG:EXECUTIVE LDRSHP INST			
913		06/23 AP		10/25/22	0141921	US BANK	695.00		12/08/22
				FBI LEEDA INC		REG:EXECUTIVE LDRSHP INST			
874		05/23 AP		09/19/22	0141519	PUBLIC AGENCY TRAINING COUNCI		650.00	11/30/22
				VOID CHECK-PAID BY CRCARD		HOSTAGE NEGOT.-L.SCHMIDT			
ACCOUNT TOTAL							2,780.00	650.00	2,130.00
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
931		06/23 AP		11/01/22	0000000	WATERLOO, CITY OF	7,385.70		12/13/22
				ANIMAL CALLS;10/1-31/22					
931		06/23 AP		10/04/22	0000000	WATERLOO, CITY OF	6,561.45		12/13/22
				ANIMAL CALLS;9/1-30/22					
ACCOUNT TOTAL							13,947.15	.00	13,947.15
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
927		06/23 AP		12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.97		12/13/22
				TAPE, PAPER, CORRECTION		TAPE			
873		06/23 AP		10/31/22	0000000	CULLIGAN WATER CONDITIONING	7.45		12/13/22
				WATER FOR GREENWOOD CEM					
873		06/23 AP		09/30/22	0000000	CULLIGAN WATER CONDITIONING	14.90		12/13/22
				WATER FOR GREENWOOD CEM					
873		06/23 AP		08/31/22	0000000	CULLIGAN WATER CONDITIONING	44.70		12/13/22
				WATER FOR GREENWOOD CEM					
873		06/23 AP		07/31/22	0000000	CULLIGAN WATER CONDITIONING	59.60		12/13/22
				WATER FOR GREENWOOD CEM					
ACCOUNT TOTAL							129.62	.00	129.62
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
927		06/23 AP		12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.78		12/13/22
				SCISSORS					
927		06/23 AP		12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.97		12/13/22
				TAPE, PAPER, CORRECTION		TAPE			
927		06/23 AP		11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	584.24		12/13/22
				TISSUE, TOWELS AND SOAP					
PROJECT#:				062507					
909		06/23 AP		11/22/22	0000000	MENARDS-CEDAR FALLS	33.13		12/13/22
				DRILL BIT, DUCT TAPE,		BRACKET			
PROJECT#:				062503					

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FUND 101 GENERAL FUND									
101-6616-446.72-01				OPERATING SUPPLIES /		OPERATING SUPPLIES			continued
927		06/23	AP	11/21/22	0000000	MENARDS-CEDAR FALLS	39.99		12/13/22
				PLASTIC					
853		06/23	AP	11/17/22	0000000	JOHNSTONE SUPPLY OF WATERLOO	546.48		12/13/22
				HVAC FILTERS					
PROJECT#:				062511					
873		06/23	AP	11/17/22	0000000	ECHO GROUP, INC.	179.60		12/13/22
				BALLASTS					
PROJECT#:				062506					
909		06/23	AP	11/16/22	0000000	MENARDS-CEDAR FALLS	2.99		12/13/22
				GROMMET					
PROJECT#:				062501					
873		06/23	AP	11/15/22	0000000	ECHO GROUP, INC.	77.95		12/13/22
				WIRE NUTS					
PROJECT#:				062501					
873		06/23	AP	11/15/22	0000000	ECHO GROUP, INC.	97.20		12/13/22
				LIGHT BULBS					
PROJECT#:				062507					
913		06/23	AP	11/15/22	0141921	US BANK	35.01		12/08/22
				AMZN MKTP US*HB2W28AG2		GLOVE DISPENSER			
PROJECT#:				062501					
873		06/23	AP	11/14/22	0000000	ECHO GROUP, INC.	17.28		12/13/22
				LIGHT SOCKETS					
PROJECT#:				062506					
913		06/23	AP	11/14/22	0141921	US BANK	31.78		12/08/22
				AMZN MKTP US*H23KR6RS2 AM		ELEVATOR KEYS			
PROJECT#:				062505					
853		06/23	AP	11/04/22	0000000	VAN METER, INC.	193.47		12/13/22
				SHIPPING FOR COURT LIGHTS					
PROJECT#:				062507					
913		06/23	AP	11/04/22	0141921	US BANK	32.78		12/08/22
				AMZN MKTP US*H23FU33M1		WATER FILTERS			
853		06/23	AP	10/31/22	0000000	NAPA AUTO PARTS	1,385.62		12/13/22
				NAPA PARTS PUB BLDG					
913		06/23	AP	10/31/22	0141921	US BANK		117.68	12/08/22
				TARGET 00025262		TV MOUNTS			
PROJECT#:				062501					
913		06/23	AP	10/31/22	0141921	US BANK	109.98		12/08/22
				TARGET 00025262		TV MOUNTS			
PROJECT#:				062501					
913		06/23	AP	10/27/22	0141921	US BANK	117.68		12/08/22
				TARGET 00025262		TV MOUNTS			
PROJECT#:				062501					
927		06/23	AP	08/02/22	0000000	O'DONNELL ACE HARDWARE	9.99		12/13/22
				BATTERIES					
PROJECT#:				062506					
927		06/23	AP	08/01/22	0000000	O'DONNELL ACE HARDWARE	65.97		12/13/22
				BATTERIES					
PROJECT#:				062506					
ACCOUNT TOTAL							3,566.89	117.68	3,449.21

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FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
	909	06/23 AP		11/28/22	0000000	O'DONNELL ACE HARDWARE	9.99		12/13/22	
						CAULK REMOVER				
	PROJECT#:				062508					
	853	06/23 AP		11/18/22	0000000	O'DONNELL ACE HARDWARE	12.99		12/13/22	
						SCREWS				
	PROJECT#:				062506					
	853	06/23 AP		11/09/22	0000000	PLUMB SUPPLY COMPANY, LLC	27.88		12/13/22	
						VAC BREAKER AND PLUMBING				
	PROJECT#:				062508					
	853	06/23 AP		11/09/22	0000000	PLUMB SUPPLY COMPANY, LLC	14.66		12/13/22	
						STOOL STUD				
	PROJECT#:				062508					
	913	06/23 AP		10/31/22	0141921	US BANK	39.98		12/08/22	
						AMZN MKTP US*H02R21YI0 AM				
						DOOR BUMPERS				
	PROJECT#:				062507					
	873	06/23 AP		07/18/22	0000000	STICKFORT ELECTRIC CO., INC.	1,337.00		12/13/22	
						LIGHT REPLACEMENT				
	PROJECT#:				062514					
						ACCOUNT TOTAL	1,442.50	.00	1,442.50	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
	927	06/23 AP		12/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	26.96		12/13/22	
						PEST CONTROL				
	PROJECT#:				062508					
	927	06/23 AP		12/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	50.52		12/13/22	
						PEST CONTROL				
	PROJECT#:				062511					
	927	06/23 AP		12/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	28.75		12/13/22	
						PEST CONTROL				
	PROJECT#:				062505					
	927	06/23 AP		12/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	47.48		12/13/22	
						PEST CONTROL				
	PROJECT#:				062506					
	927	06/23 AP		12/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	36.10		12/13/22	
						PEST CONTROL				
	PROJECT#:				062510					
	873	06/23 AP		11/15/22	0000000	PLUNKETT'S PEST CONTROL, INC	44.00		12/13/22	
						PEST CONTROL				
	PROJECT#:				062506					
						ACCOUNT TOTAL	233.81	.00	233.81	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
	909	06/23 AP		12/01/22	0000000	FRESH START CLEANING SOLUTION	4,500.00		12/13/22	
						JANITORIAL SERVICES				
	PROJECT#:				062501					

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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
909		06/23	AP	12/01/22	0000000	FRESH START CLEANING SOLUTION	700.00			12/13/22
						JANITORIAL SERVICES				
PROJECT#:		062509								
909		06/23	AP	12/01/22	0000000	FRESH START CLEANING SOLUTION	7,000.00			12/13/22
						JANITORIAL SERVICES				
PROJECT#:		062507								
909		06/23	AP	12/01/22	0000000	FRESH START CLEANING SOLUTION	3,165.00			12/13/22
						JANITORIAL SERVICES				
PROJECT#:		062511								
909		06/23	AP	12/01/22	0000000	FRESH START CLEANING SOLUTION	770.00			12/13/22
						JANITORIAL SERVICES				
PROJECT#:		062508								
909		06/23	AP	12/01/22	0000000	FRESH START CLEANING SOLUTION	3,300.00			12/13/22
						JANITORIAL SERVICES				
PROJECT#:		062503								
909		06/23	AP	12/01/22	0000000	FRESH START CLEANING SOLUTION	1,865.00			12/13/22
						JANITORIAL SERVICES				
PROJECT#:		062506								
909		06/23	AP	12/01/22	0000000	FRESH START CLEANING SOLUTION	1,500.00			12/13/22
						JANITORIAL SERVICES				
PROJECT#:		062505								
909		06/23	AP	11/25/22	0000000	ARAMARK	19.50			12/13/22
						MAT SERVICE				
PROJECT#:		062501								
873		06/23	AP	11/21/22	0000000	MILLER WINDOW SERVICE	350.00			12/13/22
						WINDOW WASHING				
PROJECT#:		062506								
873		06/23	AP	11/21/22	0000000	MILLER WINDOW SERVICE	795.00			12/13/22
						WINDOW WASHING				
PROJECT#:		062509								
873		06/23	AP	11/21/22	0000000	MILLER WINDOW SERVICE	105.00			12/13/22
						WINDOW WASHING				
PROJECT#:		062505								
873		06/23	AP	11/21/22	0000000	MILLER WINDOW SERVICE	725.00			12/13/22
						WINDOW WASHING				
PROJECT#:		062501								
873		06/23	AP	11/21/22	0000000	MILLER WINDOW SERVICE	720.00			12/13/22
						WINDOW WASHING				
PROJECT#:		062503								
873		06/23	AP	11/21/22	0000000	MILLER WINDOW SERVICE	430.00			12/13/22
						WINDOW WASHING				
PROJECT#:		062507								
873		06/23	AP	11/21/22	0000000	MILLER WINDOW SERVICE	1,590.00			12/13/22
						WINDOW WASHING				
PROJECT#:		062511								
909		06/23	AP	11/16/22	0000000	IOWA DIV-LABOR	75.00			12/13/22
						ELEVATOR PERMIT				
PROJECT#:		062511								
853		06/23	AP	11/08/22	0000000	AIRE SERV.OF THE CEDAR VALLEY	935.18			12/13/22

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FUND 101 GENERAL FUND										
101-6616-446.86-02						REPAIR & MAINTENANCE / BUILDINGS & GROUNDS				continued
						HVAC PM'S AND REPAIR				
						PROJECT#: 062507				
						ACCOUNT TOTAL	28,544.68	.00	28,544.68	
101-6616-446.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP				
853				06/23 AP 11/14/22	0000000	MILLER WINDOW SERVICE	105.00			12/13/22
						BUS STOP WINDOW WASHING				
						ACCOUNT TOTAL	105.00	.00	105.00	
101-6623-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
874				05/23 AP 10/01/22	0141633	IOWA DEPT-NATURAL RESOURCES		115.00		11/30/22
						VOID CHECK-SEPARATE INV'S				
						WATER USAGE PERMIT 2995				
						ACCOUNT TOTAL	.00	115.00	115.00-	
101-6625-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
870				06/23 AP 11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.54			12/13/22
						LEAD, TABS				
903				06/23 AP 11/28/22	0000000	KIRK GROSS COMPANY	24.00			12/13/22
						NAME PLATES - A VAN RADEN				
903				06/23 AP 11/28/22	0000000	KIRK GROSS COMPANY	24.00			12/13/22
						NAME PLATES - M MALONE				
870				06/23 AP 11/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	17.49			12/13/22
						11X17 PAPER				
870				06/23 AP 11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.86			12/13/22
						PENS				
870				06/23 AP 11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.74			12/13/22
						COPY PAPER				
932				06/23 AP 11/15/22	0000000	STOREY KENWORTHY	10.65			12/13/22
						#10 WINDOW ENVELOPES				
913				06/23 AP 11/14/22	0141921	US BANK	26.44			12/08/22
						AMZN MKTP US*H22LA7R32				
						LABEL MAKER TAPE-ENG				
870				06/23 AP 10/28/22	0000000	STOREY KENWORTHY	230.00			12/13/22
						#10 WINDOW ENVELOPES				
						ENGINEERING DIVISION				
869				06/23 AP 10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.31			12/13/22
						SHARPIE MARKERS				
869				06/23 AP 10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.57			12/13/22
						LETTER FILE				
						ACCOUNT TOTAL	373.60	.00	373.60	
101-6625-432.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
913				06/23 AP 10/28/22	0141921	US BANK	121.44			12/08/22

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FUND 101 GENERAL FUND									
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES						continued			
						AMZN MKTP US*H00QY5J31 ANTI FATIGUE MATS			
						ACCOUNT TOTAL	121.44	.00	121.44
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE									
870		06/23 AP		11/18/22	0000000	MIDAMERICAN ENERGY	10.18		12/13/22
						FINCHFORD RIVER GAUGE 10/20-11/18/22			
870		06/23 AP		10/20/22	0000000	MIDAMERICAN ENERGY	10.18		12/13/22
						FINCHFORD RIVER GAUGE 09/20-10/20/22			
						ACCOUNT TOTAL	20.36	.00	20.36
101-6625-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
913		06/23 AP		11/07/22	0141921	US BANK	200.00		12/08/22
						ISU INTRANS MULTIPLE STREETS SEMINAR			
870		06/23 AP		10/10/22	0000000	IOWA DEPT-TRANSPORTATION	120.00		12/13/22
						HMA LEVEL 1-AUSTIN KANE CEDAR RAPIDS			
						ACCOUNT TOTAL	320.00	.00	320.00
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.									
870		06/23 AP		11/07/22	0000000	AECOM TECHNICAL SERVICES, INC	1,244.10		12/13/22
						3282-SURVEY SERVICES 10/08-11/04/22 SURVEY			
		PROJECT#:			023282				
870		06/23 AP		10/11/22	0000000	AECOM TECHNICAL SERVICES, INC	7,152.04		12/13/22
						3282-SURVEY SERVICES 09/03-10/07/22 SURVEY			
		PROJECT#:			023282				
						ACCOUNT TOTAL	8,396.14	.00	8,396.14
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
927		06/23 AP		12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.14		12/13/22
						TAPE, PAPER, CORRECTION TAPE			
						ACCOUNT TOTAL	11.14	.00	11.14
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
932		06/23 AP		12/02/22	0000000	THOMPSON SHOES	175.00		12/13/22
						SAFTEY SHOES-R RIEGER P.O. 56791			
927		06/23 AP		11/29/22	0000000	CUSHMAN MOTOR COMPANY	6,248.80		12/13/22
						VENTRAC BLOWER VM00640			
853		06/23 AP		11/21/22	0000000	STOKES WELDING	1,187.89		12/13/22
						HORTICULTURE EQUIPMENT			
913		06/23 AP		11/18/22	0141921	US BANK	1,295.63		12/08/22

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FUND 101 GENERAL FUND											
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued											
853				FORESTRY SUPPLIERS INC	06/23 AP 10/31/22	0000000	HARDHATS FOR TREE CREW NAPA AUTO PARTS	219.17			12/13/22
913				NAPA PARTS PARKS	06/23 AP 10/21/22	0141921	US BANK	72.98			12/08/22
				SARIS CYCLING GROUP			BIKE REPAIR STATION PARTS				
ACCOUNT TOTAL								9,199.47	.00	9,199.47	
FUND TOTAL								113,826.03	1,162.38	112,663.65	
FUND 203 TAX INCREMENT FINANCING											
FUND 206 STREET CONSTRUCTION FUND											
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
927				OFFICE EXPRESS OFFICE PRODUCT	06/23 AP 12/01/22	0000000	TAPE, PAPER, CORRECTION TAPE	11.14			12/13/22
ACCOUNT TOTAL								11.14	.00	11.14	
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS											
927				O'DONNELL ACE HARDWARE	06/23 AP 09/30/22	0000000	SCREWS	13.38			12/13/22
ACCOUNT TOTAL								13.38	.00	13.38	
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES											
873				MENARDS-CEDAR FALLS	06/23 AP 11/15/22	0000000	FLEX SEAL FOR PATCHING	50.94			12/13/22
ACCOUNT TOTAL								50.94	.00	50.94	
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL											
927				FERTILIZER DEALER SUPPLY, INC	06/23 AP 11/30/22	0000000	BRINE FITTINGS	533.07			12/13/22
927				FERTILIZER DEALER SUPPLY, INC	06/23 AP 11/30/22	0000000	BRINE FITTINGS AND HOSE	120.20			12/13/22
909				MENARDS-CEDAR FALLS	06/23 AP 11/23/22	0000000	SNOW FENCING	417.14			12/13/22
909				KRIS ENGINEERING, INC	06/23 AP 11/21/22	0000000	SNOW PLOW CUTTING EDGES	7,069.12			12/13/22
ACCOUNT TOTAL								8,139.53	.00	8,139.53	
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES											

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FUND 206 STREET CONSTRUCTION FUND											
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES						continued					
927		06/23 AP		12/05/22	0000000	O'DONNELL ACE HARDWARE	25.38			12/13/22	
						RESPIRATOR MASKS					
932		06/23 AP		12/02/22	0000000	THOMPSON SHOES	125.00			12/13/22	
						SAFTEY SHOES-R EHMEN P.O. 56793					
932		06/23 AP		12/02/22	0000000	THOMPSON SHOES	175.00			12/13/22	
						SAFTEY SHOES-C KAYSER P.O. 56798					
932		06/23 AP		12/01/22	0000000	BROWN'S SHOE FIT	175.00			12/13/22	
						SAFTEY SHOES-A BURG P.O. 56795					
		ACCOUNT TOTAL						500.38	.00	500.38	
206-6637-436.72-61 OPERATING SUPPLIES / WEATHER SCAN PROGRAM											
909		06/23 AP		11/18/22	0000000	DTN, LLC	1,632.00			12/13/22	
						WEATHER SUBSCRIPTION					
		ACCOUNT TOTAL						1,632.00	.00	1,632.00	
206-6637-436.73-32 OTHER SUPPLIES / STREETS											
909		06/23 AP		11/19/22	0000000	ASPRO, INC.	193.92			12/13/22	
						HOT MIX ASPHALT					
853		06/23 AP		11/10/22	0000000	BENTON'S READY MIX CONCRETE,	594.00			12/13/22	
						CFU CONCRETE REPAIR EAST PARK					
		PROJECT#:			062436						
853		06/23 AP		10/31/22	0000000	NAPA AUTO PARTS	299.59			12/13/22	
						NAPA PARTS STREETS					
873		06/23 AP		08/30/22	0000000	GIERKE-ROBINSON COMPANY, INC.	116.37			12/13/22	
						DOWEL DRILL BITS FOR CONC RETE REPAIR					
		ACCOUNT TOTAL						1,203.88	.00	1,203.88	
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING											
909		06/23 AP		12/01/22	0000000	BLACK HAWK RENTAL	62.97			12/13/22	
						BRUSH BLADES AND CHAINSAW BLADES					
		ACCOUNT TOTAL						62.97	.00	62.97	
206-6637-436.87-03 RENTALS / EQUIPMENT RENTAL											
853		06/23 AP		11/14/22	0000000	STAR EQUIPMENT, LTD.	590.00			12/13/22	
						CONCRETE SLAMMER DEMO/ RENTAL					
		ACCOUNT TOTAL						590.00	.00	590.00	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS											
870		06/23 AP		12/05/22	0000000	PETERSON CONTRACTORS	186,223.94			12/13/22	

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS continued										
3240-W 27TH STREET RECON										
PROJECT#:		023240								
870	06/23	AP		11/21/22	0000000	TERRACON CONSULTANTS, INC.	1,298.31		12/13/22	
						THROUGH 11/12/22				
PROJECT#:		023240								
870	06/23	AP		11/17/22	0000000	AECOM TECHNICAL SERVICES, INC	2,823.10		12/13/22	
						THROUGH 11/11/22				
PROJECT#:		023240								
870	06/23	AP		10/14/22	0000000	AECOM TECHNICAL SERVICES, INC	4,409.26		12/13/22	
						THROUGH 10/14/22				
PROJECT#:		023240								
ACCOUNT TOTAL							194,754.61	.00	194,754.61	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
927	06/23	AP		12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.85		12/13/22	
						DESK PAD				
927	06/23	AP		12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.23		12/13/22	
						TAPE, PAPER, CORRECTION				
ACCOUNT TOTAL							15.08	.00	15.08	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
873	06/23	AP		11/14/22	0000000	ECHO GROUP, INC.	9.76		12/13/22	
						ELECTRICAL SUPPLIES				
853	06/23	AP		10/31/22	0000000	NAPA AUTO PARTS	565.85		12/13/22	
						NAPA PARTS TRAFFIC OPS				
ACCOUNT TOTAL							575.61	.00	575.61	
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS										
873	06/23	AP		11/16/22	0000000	ECHO GROUP, INC.	55.95		12/13/22	
						VOLTAGE TESTER				
ACCOUNT TOTAL							55.95	.00	55.95	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
909	06/23	AP		11/21/22	0000000	TRAFFIC CONTROL CORPORATION	8,830.00		12/13/22	
						SIGNAL UPGRADE COMPONENTS				
ACCOUNT TOTAL							8,830.00	.00	8,830.00	
FUND TOTAL							216,435.47	.00	216,435.47	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
870		06/23	AP	11/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.80		12/13/22
						11X17 PAPER			
870		06/23	AP	11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.13		12/13/22
						PENS			
870		06/23	AP	11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.88		12/13/22
						COPY PAPER			
869		06/23	AP	10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.93		12/13/22
						SHARPIE MARKERS			
869		06/23	AP	10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.41		12/13/22
						LETTER FILE			
						ACCOUNT TOTAL	7.15	.00	7.15
217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
932		06/23	AP	11/15/22	0000000	STOREY KENWORTHY	12.78		12/13/22
						#10 WINDOW ENVELOPES CITY OF CF FINANCE			
						ACCOUNT TOTAL	12.78	.00	12.78
						FUND TOTAL	19.93	.00	19.93
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
903		06/23	AP	11/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.74		12/13/22
						COPY PAPER			
870		06/23	AP	11/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.70		12/13/22
						11X17 PAPER			
870		06/23	AP	11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.03		12/13/22
						PENS			
870		06/23	AP	11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.47		12/13/22
						COPY PAPER			
869		06/23	AP	10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.19		12/13/22
						SHARPIE MARKERS			
869		06/23	AP	10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.28		12/13/22
						LETTER FILE			
						ACCOUNT TOTAL	3.41	.00	3.41
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING									
932		06/23	AP	11/15/22	0000000	STOREY KENWORTHY	4.26		12/13/22
						#10 WINDOW ENVELOPES CITY OF CF FINANCE			
						ACCOUNT TOTAL	4.26	.00	4.26

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FUND 223 COMMUNITY BLOCK GRANT										
FUND TOTAL							7.67	.00	7.67	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25				STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON						
870		06/23 AP		11/21/22 0000000		AECOM TECHNICAL SERVICES, INC	8,334.68			12/13/22
				3271-N CEDAR HEIGHTS PH1		10/15-11/18/22				
PROJECT#:				023271						
870		06/23 AP		11/07/22 0000000		AECOM TECHNICAL SERVICES, INC	5,931.23			12/13/22
				3271-N CEDAR HEIGHTS PH1		10/08-11/04/22 SURVEY				
PROJECT#:				023271						
870		06/23 AP		10/14/22 0000000		AECOM TECHNICAL SERVICES, INC	4,773.50			12/13/22
				3271-N CEDAR HEIGHTS PH1		09/10-10/14/22				
PROJECT#:				023271						
870		06/23 AP		10/11/22 0000000		AECOM TECHNICAL SERVICES, INC	8,964.85			12/13/22
				3271-N CEDAR HEIGHTS PH1		09/03-10/07/22 SURVEY				
PROJECT#:				023271						
ACCOUNT TOTAL							28,004.26	.00	28,004.26	
242-1240-431.92-51 STRUCTURE IMPROV & BLDGS / SEAL COAT PROGRAM										
870		06/23 AP		12/06/22 0000000		BLACKTOP SERVICE COMPANY	7,095.82			12/13/22
				3273-2022 SEAL COAT		RETAINAGE				
PROJECT#:				023273						
ACCOUNT TOTAL							7,095.82	.00	7,095.82	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
932		06/23 AP		11/30/22 0000000		AHLERS AND COONEY, P.C.	361.30			12/13/22
				LGL:MAIN ST.CONST.CONDEMN		10/20-11/09/22				
PROJECT#:				023283						
870		06/23 AP		11/23/22 0000000		FOTH INFRASTRUCTURE & ENVIRON	19,874.05			12/13/22
				3823-MAIN ST RECONSTRUCT		THROUGH 10/31/22				
PROJECT#:				023283						
932		06/23 AP		11/01/22 0000000		REDFERN, MASON, LARSEN & MOORE,	753.75			12/13/22
				LGL:MAIN STREET PROJECT		10/19-10/31/22				
PROJECT#:				023283						
870		06/23 AP		10/11/22 0000000		FOTH INFRASTRUCTURE & ENVIRON	39,796.55			12/13/22
				3823-MAIN ST RECONSTRUCT		THROUGH 09/30/22				
PROJECT#:				023283						
ACCOUNT TOTAL							60,785.65	.00	60,785.65	
FUND TOTAL							95,885.73	.00	95,885.73	

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FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
870		06/23 AP		11/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.80		12/13/22	
						11X17 PAPER				
870		06/23 AP		11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.88		12/13/22	
						COPY PAPER				
913		06/23 AP		11/21/22	0141921	US BANK	41.97		12/08/22	
						3-PILOT REFILLABLE PENS				
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	2.13		12/13/22	
						CITY OF CF FINANCE				
913		06/23 AP		11/10/22	0141921	US BANK	387.10		12/08/22	
						GAFFER TAPE				
913		06/23 AP		11/10/22	0141921	US BANK	390.77		12/08/22	
						LEXAR MEMORY CARDS				
913		06/23 AP		11/08/22	0141921	US BANK	49.62		12/08/22	
						2-BRYSON SCREEN CLEANER				
913		06/23 AP		11/08/22	0141921	US BANK	43.89		12/08/22	
						3-CABLE TIES				
913		06/23 AP		11/07/22	0141921	US BANK	29.62		12/08/22	
						2-REMOTES FOR VIZIO TVS				
913		06/23 AP		11/07/22	0141921	US BANK	219.98		12/08/22	
						PRNTR N.CEDAR-INK CRTRDG				
913		06/23 AP		11/02/22	0141921	US BANK	24.16		12/08/22	
						2-POWERCORD FOR VIZIO TVS				
						ACCOUNT TOTAL	1,193.92	.00	1,193.92	
254-1088-431.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
913		06/23 AP		11/14/22	0141921	US BANK	99.95		12/08/22	
						DIGITAL JUICE				
						DIGITAL JUICE YRLY SUBSCR				
						ACCOUNT TOTAL	99.95	.00	99.95	
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
913		06/23 AP		11/16/22	0141921	US BANK	85.54		12/08/22	
						TERADEK 6G FLEXIBLE H				
913		06/23 AP		11/16/22	0141921	US BANK	69.12		12/08/22	
						4-FOAM WINDSCREEN MKE60				
913		06/23 AP		11/15/22	0141921	US BANK	16.42		12/08/22	
						TERADEK 6G V ANTENNA				
903		06/23 AP		09/26/22	0000000	CLARK WIRE & CABLE, INC.	308.24		12/13/22	
						2X300 FT. COAX SPOOLS				
						ACCOUNT TOTAL	479.32	.00	479.32	
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
903		06/23 AP		07/18/22	0000000	STICKFORT ELECTRIC CO., INC.	182.00		12/13/22	
						CHECK FOR POWER AT STAGE				
						2ND & STATE-RIVER PLAZA				

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FUND 254 CABLE TV FUND										
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE							continued			
ACCOUNT TOTAL							182.00	.00	182.00	
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
913		06/23	AP	11/14/22	0141921	US BANK	29.00		12/08/22	
						BUSYBOXLLC VIDEO EFFECTS				
913		06/23	AP	11/14/22	0141921	US BANK	29.00		12/08/22	
						BUSYBOXLLC VIDEO EFFECTS				
ACCOUNT TOTAL							58.00	.00	58.00	
FUND TOTAL							2,013.19	.00	2,013.19	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
870		06/23	AP	11/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.20		12/13/22	
						11X17 PAPER				
870		06/23	AP	11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.26		12/13/22	
						PENS				
870		06/23	AP	11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.82		12/13/22	
						COPY PAPER				
913		06/23	AP	11/18/22	0141921	US BANK	9.99		12/08/22	
						AMZN MKTP US*HI7Y230D1 PHONE STAND				
932		06/23	AP	11/15/22	0000000	STOREY KENWORTHY	10.65		12/13/22	
						#10 WINDOW ENVELOPES CITY OF CF FINANCE				
869		06/23	AP	10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.86		12/13/22	
						SHARPIE MARKERS				
869		06/23	AP	10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.82		12/13/22	
						LETTER FILE				
ACCOUNT TOTAL							32.60	.00	32.60	
258-5531-435.72-17 OPERATING SUPPLIES / UNIFORMS										
913		06/23	AP	11/17/22	0141921	US BANK	53.98		12/08/22	
						AMZN MKTP US*HI8BN4NW1 2-TRACTION CLEATS FOR ICE				
ACCOUNT TOTAL							53.98	.00	53.98	
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
903		06/23	AP	11/30/22	0000000	IPS GROUP, INC	160.76		12/13/22	
						GATEWAY FEES-NOVEMBER'22 (2) PAYSTATIONS				
932		06/23	AP	11/30/22	0000000	IPS GROUP, INC	3,077.60		12/13/22	
						PRKNG CITATION FEES-NOV22				
ACCOUNT TOTAL							3,238.36	.00	3,238.36	

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FUND 258 PARKING FUND									
					FUND TOTAL		3,324.94	.00	3,324.94
FUND 261 TOURISM & VISITORS									
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
933		06/23 AP		12/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.27		12/13/22
						9X12 LAMINATE SHEETS			
913		06/23 AP		10/26/22	0141921	US BANK	8.77		12/08/22
						WAL-MART #0753 BATTERIES			
					ACCOUNT TOTAL		15.04	.00	15.04
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
913		06/23 AP		10/26/22	0141921	US BANK	13.42		12/08/22
						WAL-MART #0753 GUEST SUPPLIES			
					ACCOUNT TOTAL		13.42	.00	13.42
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS									
933		06/23 AP		12/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	43.77		12/13/22
						2 REAMS 8.5X14 PRINTING BROCHURES			
					ACCOUNT TOTAL		43.77	.00	43.77
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM									
913		06/23 AP		10/21/22	0141921	US BANK	119.99		12/08/22
						CANVA* I03579-28011383 ANNUAL SUBSCRIPTION CANVA			
					ACCOUNT TOTAL		119.99	.00	119.99
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
913		06/23 AP		11/10/22	0141921	US BANK	15.00		12/08/22
						ADS*AWW78HTFB2 SOCIAL MEDIA CAMPAIGN			
					ACCOUNT TOTAL		15.00	.00	15.00
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
913		06/23 AP		11/15/22	0141921	US BANK	6.98		12/08/22
						WAL-MART #0753 BOTTLED WATER FOR RESALE			
					ACCOUNT TOTAL		6.98	.00	6.98
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
933		06/23 AP		11/25/22	0000000	ARAMARK	7.80		12/13/22

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FUND 261 TOURISM & VISITORS										
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE						continued				
MAT SERVICE										
ACCOUNT TOTAL							7.80	.00	7.80	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
913		06/23 AP		11/14/22	0141921	US BANK	15.00		12/08/22	
		SQ *SCRATCH CUPCAKERY				HOSTED TRAVEL IA STAFF				
913		06/23 AP		10/27/22	0141921	US BANK	83.83		12/08/22	
		TST* STARBECKS SMOKEHOUS				ENVOY (VOLUNTEER)				
ACCOUNT TOTAL							98.83	.00	98.83	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
933		06/23 AP		11/17/22	0000000	LIMELIGHT CEDAR VALLEY FUND	250.00		12/13/22	
		2023 ARTS SUMMIT SPONSOR								
913		06/23 AP		11/15/22	0141921	US BANK	5.92		12/08/22	
		WAL-MART #0753				IHSAA BOARD GIFTBAGS				
ACCOUNT TOTAL							255.92	.00	255.92	
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
933		06/23 AP		11/22/22	0000000	IOWA HIGH SCHOOL ATHLETIC ASS	16,000.00		12/13/22	
		IHSAA STATE FOOTBALL				EXPENSES				
ACCOUNT TOTAL							16,000.00	.00	16,000.00	
261-2291-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS										
933		06/23 AP		11/18/22	0000000	GROW CEDAR VALLEY	4,472.90		12/13/22	
		CEDAR FALLS MURAL PROJECT								
ACCOUNT TOTAL							4,472.90	.00	4,472.90	
FUND TOTAL							21,049.65	.00	21,049.65	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
914		06/23 AP		11/21/22	0141921	US BANK	13.99		12/08/22	
		AMZN MKTP US*HI22E7LM2				BINGO BALLS				
914		06/23 AP		11/21/22	0141921	US BANK	22.20		12/08/22	
		AMAZON.COM*HI3B57881				CREAMER				
ACCOUNT TOTAL							36.19	.00	36.19	

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FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
861		06/23 AP		11/25/22	0000000	ARAMARK	7.80			12/13/22
						COMM. CENTER MAT SERVICE				
ACCOUNT TOTAL							7.80	.00	7.80	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
914		06/23 AP		11/21/22	0141921	US BANK	14.99			12/08/22
914		AMZN MKTP		06/23 AP	US*HI9CO1Z02	DRINKS FOR HOLIDAY PARTY				
914		AMZN MKTP		06/23 AP	US*HI6IU6Z22	DRINKS FOR HOLIDAY PARTY	19.00			12/08/22
914		AMZN MKTP		06/23 AP	US*HI10M6ER1	TATTOOS & STICKERS	14.98			12/08/22
914		AMZN MKTP		06/23 AP	US*HB82E6961	CANDY CANES, BAGS, TEA	92.40			12/08/22
ACCOUNT TOTAL							141.37	.00	141.37	
FUND TOTAL							185.36	.00	185.36	
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										
296-6623-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
909		06/23 AP		11/21/22	0000000	ECHO GROUP, INC.	400.65			12/13/22
						HEATER FOR CHEMICAL BLDG				
						PROJECT#: 062516				
ACCOUNT TOTAL							400.65	.00	400.65	
FUND TOTAL							400.65	.00	400.65	
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS										
869		06/23 AP		11/28/22	0000000	ADVANCED ENVIRONMENTAL TESTIN	1,950.00			12/13/22
						3198-FLOOD BUYOUT				
						ASBESTOS REMOVAL				
						PROJECT#: 023198				
ACCOUNT TOTAL							1,950.00	.00	1,950.00	

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 404 FEMA								
404-1220-431.95-86					BOND FUND PROJECTS / CENTER STREET STREETScape			
870		06/23	AP	11/30/22	0000000 OWEN CONTRACTING INC.	117,941.43		12/13/22
					3206-CENTER STREETScape			
PROJECT#:					023206			
ACCOUNT TOTAL						117,941.43	.00	117,941.43
FUND TOTAL						119,891.43	.00	119,891.43
FUND 405 FLOOD RESERVE FUND								
FUND 407 VISION IOWA PROJECT								
FUND 408 STREET IMPROVEMENT FUND								
FUND 410 CORONAVIRUS LOCAL RELIEF								
FUND 430 2004 TIF BOND								
430-1220-431.97-64					TIF BOND PROJECTS / VIKING ROAD EXTENSION			
870		06/23	AP	12/05/22	0000000 PETERSON CONTRACTORS	135,298.29		12/13/22
					3189-W VIKING IND.PARK V			
PROJECT#:					023189			
870		06/23	AP	11/28/22	0000000 SNYDER & ASSOCIATES, INC.	3,869.25		12/13/22
					3189-W VIKING IND PARK THROUGH 10/31/22			
PROJECT#:					023189			
870		06/23	AP	10/26/22	0000000 SNYDER & ASSOCIATES, INC.	7,521.00		12/13/22
					3189-W VIKING IND PARK THROUGH 09/30/22			
PROJECT#:					023189			
870		06/23	AP	10/19/22	0000000 SNYDER & ASSOCIATES, INC.	1,384.00		12/13/22
					3189-W VIKING IND PARK THROUGH 09/30/22			
PROJECT#:					023189			
870		06/23	AP	09/22/22	0000000 SNYDER & ASSOCIATES, INC.	3,083.38		12/13/22
					3189-W VIKING IND PARK THROUGH 08/31/22			
PROJECT#:					023189			
ACCOUNT TOTAL						151,155.92	.00	151,155.92
430-1220-431.97-90					TIF BOND PROJECTS / PINNACLE PRAIRIE IMPROVE			
870		06/23	AP	11/28/22	0000000 SNYDER & ASSOCIATES, INC.	3,058.50		12/13/22
					3294-PINNACLE ROUNDABOUT THROUGH 10/31/22			
PROJECT#:					023294			
870		06/23	AP	10/26/22	0000000 SNYDER & ASSOCIATES, INC.	6,345.50		12/13/22
					3294-PINNACLE ROUNDABOUT THROUGH 09/30/22			
PROJECT#:					023294			
ACCOUNT TOTAL						9,404.00	.00	9,404.00
430-1220-431.97-96					TIF BOND PROJECTS / PRAIRIE PRKWY & VIKING RD			
870		06/23	AP	10/26/22	0000000 SNYDER & ASSOCIATES, INC.	80.00		12/13/22
					3294-VIKING & PRAIRIE THROUGH 09/30/22			

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FUND 430 2004 TIF BOND									
430-1220-431.97-96 TIF BOND PROJECTS / PRAIRIE PRKWAY & VIKING RD							continued		
PROJECT#:		023294							
ACCOUNT TOTAL							80.00	.00	80.00
430-1220-431.98-48 CAPITAL PROJECTS / HUDSON ROAD/RIDGEWAY INT									
870		06/23 AP		11/28/22	0000000	SNYDER & ASSOCIATES, INC.	4,298.00		12/13/22
PROJECT#:		023294							
870		06/23 AP		10/26/22	0000000	SNYDER & ASSOCIATES, INC.	6,276.00		12/13/22
PROJECT#:		023294							
ACCOUNT TOTAL							10,574.00	.00	10,574.00
FUND TOTAL							171,213.92	.00	171,213.92
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
436-1220-431.98-60 CAPITAL PROJECTS / DAM SAFETY IMPROVEMENTS									
869		06/23 AP		10/31/22	0000000	IOWA NORTHLAND REGIONAL CO. O	250.18		12/13/22
PROJECT#:		023088							
ACCOUNT TOTAL							250.18	.00	250.18
FUND TOTAL							250.18	.00	250.18
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-431.95-73 BOND FUND PROJECTS / SIDEWALK RECONSTRUCTION									
909		06/23 AP		11/16/22	0000000	BENTON'S READY MIX CONCRETE,	1,320.00		12/13/22
PROJECT#:		023266							
853		06/23 AP		11/14/22	0000000	BENTON'S READY MIX CONCRETE,	773.38		12/13/22
PROJECT#:		023266							
853		06/23 AP		11/11/22	0000000	BENTON'S READY MIX CONCRETE,	270.00		12/13/22
PROJECT#:		023266							
873		06/23 AP		10/26/22	0000000	GIERKE-ROBINSON COMPANY, INC.	314.41		12/13/22
PROJECT#:		023266							
EXPANSION AND CAUTION TAP									

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FUND 438 2020 BOND FUND										
438-1220-431.95-73 BOND FUND PROJECTS / SIDEWALK RECONSTRUCTION continued										
PROJECT#: 023266										
ACCOUNT TOTAL							2,677.79	.00	2,677.79	
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT										
870 06/23 AP 12/02/22 0000000 PETERSON CONTRACTORS 128,443.40 12/13/22										
3228-GREENHILL/S MAIN INT										
PROJECT#: 023228										
ACCOUNT TOTAL							128,443.40	.00	128,443.40	
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON										
870 06/23 AP 12/05/22 0000000 PETERSON CONTRACTORS 137,562.05 12/13/22										
3171-CEDAR HEIGHTS RECON										
PROJECT#: 023171										
870 06/23 AP 12/05/22 0000000 TERRACON CONSULTANTS, INC. 1,101.69 12/13/22										
3171-CEDAR HEIGHTS RECON THROUGH 11/26/22										
PROJECT#: 023171										
870 06/23 AP 11/28/22 0000000 SNYDER & ASSOCIATES, INC. 23,445.26 12/13/22										
3171-CEDAR HEIGHTS RECON THROUGH 10/31/22										
PROJECT#: 023171										
870 06/23 AP 11/28/22 0000000 SNYDER & ASSOCIATES, INC. 4,468.75 12/13/22										
3171-CEDAR HEIGHTS RECON THROUGH 10/31/22										
PROJECT#: 023171										
870 06/23 AP 11/21/22 0000000 TERRACON CONSULTANTS, INC. 1,659.70 12/13/22										
3171-CEDAR HEIGHTS RECON THROUGH 11/12/22										
PROJECT#: 023171										
870 06/23 AP 10/26/22 0000000 SNYDER & ASSOCIATES, INC. 20,785.08 12/13/22										
3171-CEDAR HEIGHTS RECON THROUGH 09/30/22										
PROJECT#: 023171										
870 06/23 AP 10/26/22 0000000 SNYDER & ASSOCIATES, INC. 4,773.63 12/13/22										
3171-CEDAR HEIGHTS RECON THROUGH 09/30/22										
PROJECT#: 023171										
870 06/23 AP 09/22/22 0000000 SNYDER & ASSOCIATES, INC. 5,654.75 12/13/22										
3171-CEDAR HEIGHTS RECON THROUGH 08/31/22										
PROJECT#: 023171										
ACCOUNT TOTAL							199,450.91	.00	199,450.91	
FUND TOTAL							330,572.10	.00	330,572.10	

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FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL									
869		06/23 AP		11/30/22	0000000	EMERGENT ARCHITECTURE	4,500.00		12/13/22
						3231-CITY HALL REMODEL THROUGH 11/30/22			
PROJECT#:					023231				
869		06/23 AP		11/30/22	0000000	PETERS CONSTRUCTION CORP.	98,821.85		12/13/22
						3231-CITY HALL REMODEL			
PROJECT#:					023231				
869		06/23 AP		11/17/22	0000000	KIRK GROSS COMPANY	76,550.78		12/13/22
						3231-CITY HALL REMODEL FURNITURE			
PROJECT#:					023231				
913		06/23 AP		11/15/22	0141921	US BANK	1,078.92		12/08/22
						B&H PHOTO 800-606-6969 WIRELESS MIC COUNCILFOYER			
PROJECT#:					023231				
913		06/23 AP		11/14/22	0141921	US BANK	10.99		12/08/22
						AMZN MKTP US*HB5TH75F1 PLATE HOLDER DISPLAY STND			
PROJECT#:					023231				
913		06/23 AP		10/31/22	0141921	US BANK	130.34		12/08/22
						AMZN MKTP US*H07MB3XX1 COAX FOR DAIS REMODEL			
PROJECT#:					023231				
913		06/23 AP		10/28/22	0141921	US BANK	434.57		12/08/22
						B&H PHOTO 800-606-6969 HDMI FOR DAIS REMODEL			
PROJECT#:					023231				
913		06/23 AP		10/21/22	0141921	US BANK	198.80		12/08/22
						MICHAELS STORES 1246 FRAMING FOR AERIAL MAP			
PROJECT#:					023231				
						ACCOUNT TOTAL	181,726.25	.00	181,726.25
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD									
932		06/23 AP		11/30/22	0000000	AHLERS AND COONEY, P.C.	204.00		12/13/22
						LGL:JOHNSON V. NICOL & CF 11/14-11/15/22			
PROJECT#:					023244				
932		06/23 AP		11/30/22	0000000	AHLERS AND COONEY, P.C.	1,835.50		12/13/22
						LGL:ASHWORTH EXT EASEMENT 11/07-11/18/22			
PROJECT#:					023244				
870		06/23 AP		11/18/22	0000000	LEHMAN TRUCKING & EXCAVATING,	31,819.00		12/13/22
						3244-ASHWORTH DR EXT DEMOLITION-4919 HUDSON			
PROJECT#:					023244				
						ACCOUNT TOTAL	33,858.50	.00	33,858.50
						FUND TOTAL	215,584.75	.00	215,584.75

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FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
473-1220-431.98-99						CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESSMT				
870		06/23	AP	11/30/22	0000000	IOWA FLATWORKS	1,362.52			12/13/22
						3293-2022 SIDEWALK ASSESS				
PROJECT#:					023293					
						ACCOUNT TOTAL	1,362.52	.00	1,362.52	
						FUND TOTAL	1,362.52	.00	1,362.52	
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6675-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
927		06/23	AP	12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.97			12/13/22
						TAPE, PAPER, CORRECTION				
						TAPE				
						ACCOUNT TOTAL	2.97	.00	2.97	
551-6685-426.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY				
931		06/23	AP	11/01/22	0000000	WATERLOO, CITY OF	517.65			12/13/22
						DEER DISPOSAL;10/1-31/22				
931		06/23	AP	10/04/22	0000000	WATERLOO, CITY OF	101.85			12/13/22
						DEER DISPOSAL;9/1-30/22				
						ACCOUNT TOTAL	619.50	.00	619.50	
551-6685-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
927		06/23	AP	12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	91.31			12/13/22
						TAPE, PAPER, CORRECTION				
						TAPE				
						ACCOUNT TOTAL	91.31	.00	91.31	
551-6685-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
932		06/23	AP	12/01/22	0000000	BROWN'S SHOE FIT	130.00			12/13/22
						SAFTEY SHOES-P CREW				
						P.O. 56794				
						ACCOUNT TOTAL	130.00	.00	130.00	

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FUND 551 REFUSE FUND										
551-6685-436.73-01						OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES				
873		06/23	AP	11/18/22	0000000	MENARDS-CEDAR FALLS	91.51		12/13/22	
						REPAIR FAUCET - RECYCLING CENTER				
873		06/23	AP	11/16/22	0000000	MENARDS-CEDAR FALLS	32.58		12/13/22	
						WINTER PROOFING FOR AUTO TRUCKS				
						ACCOUNT TOTAL	124.09	.00	124.09	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
909		06/23	AP	11/21/22	0000000	J.V. MANUFACTURING, INC.	2,888.65		12/13/22	
						CONVEYOR BELT - RECYCLING				
853		06/23	AP	10/31/22	0000000	NAPA AUTO PARTS	601.91		12/13/22	
						NAPA PARTS REFUSE				
						ACCOUNT TOTAL	3,490.56	.00	3,490.56	
551-6685-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
956		05/23	AP	10/07/22	0141556	US BANK		255.34	12/09/22	
						DESCRIPTION CORRECTION				
956		05/23	AP	10/07/22	0141556	US BANK	255.34		12/09/22	
						IOC BETTENDORF HOTEL				
956		05/23	AP	10/05/22	0141556	US BANK		52.77	12/09/22	
						DESCRIPTION CORRECTION				
956		05/23	AP	10/05/22	0141556	US BANK	52.77		12/09/22	
						QUINTONS DELI AND BAR				
						LUNCH:HEATH, RAWDON, ERIKSN				
						ACCOUNT TOTAL	308.11	308.11	.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
909		06/23	AP	12/02/22	0000000	WEIKERT IRON AND METAL	2,079.00		12/13/22	
						APPLIANCE RECYCLING				
873		06/23	AP	11/22/22	0000000	MIDWEST ELECTRONIC RECOVERY	1,332.45		12/13/22	
						E WASTE RECYCLING				
927		06/23	AP	11/19/22	0000000	LIBERTY TIRE RECYCLING, LLC	416.85		12/13/22	
						SCRAP TIRE RECYCLING				
						ACCOUNT TOTAL	3,828.30	.00	3,828.30	
						FUND TOTAL	8,594.84	308.11	8,286.73	

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	
									POST DT	
FUND 552 SEWER RENTAL FUND										
552-6655-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
927		06/23 AP		12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.97			12/13/22
						TAPE, PAPER, CORRECTION				
						TAPE				
						ACCOUNT TOTAL	2.97	.00		2.97
552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
930		06/23 AP		11/29/22	0000000	JIM JOLLY SALES, INC	2,419.10			12/13/22
						CW LS CHECK VALVE				
						ACCOUNT TOTAL	2,419.10	.00		2,419.10
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS										
927		06/23 AP		11/02/22	0000000	UTILITY EQUIPMENT COMPANY	840.08			12/13/22
						CONCRETE SPACERS				
						ACCOUNT TOTAL	840.08	.00		840.08
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL										
873		06/23 AP		11/22/22	0000000	IOWA ONE CALL	441.90			12/13/22
						IOWA ONE CALL OCTOBER 22				
						ACCOUNT TOTAL	441.90	.00		441.90
552-6655-436.86-12 REPAIR & MAINTENANCE / TOWELS										
930		06/23 AP		11/25/22	0000000	ARAMARK	30.46			12/13/22
						MOPS AND RUGS				
						ACCOUNT TOTAL	30.46	.00		30.46
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE										
870		06/23 AP		11/21/22	0000000	SNYDER & ASSOCIATES, INC	7,966.00			12/13/22
						3182-OAK PARK SEWER REPL.				
						THROUGH 10/31/22				
						PROJECT#: 023182				
						ACCOUNT TOTAL	7,966.00	.00		7,966.00
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
927		06/23 AP		12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.43			12/13/22
						TAPE, PAPER, CORRECTION				
						TAPE				
						ACCOUNT TOTAL	7.43	.00		7.43

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FUND 552 SEWER RENTAL FUND										
552-6665-874		436.72-11		05/23	AP 10/12/22 0141633	DUES, BOOKS, MAGAZINES IOWA DEPT-NATURAL RESOURCES VOID CHECK-SEPARATE INV'S		40.00	11/30/22	
					ACCOUNT TOTAL		.00	40.00	40.00-	
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS										
552-6665-930		436.72-16		06/23	AP 11/16/22 0000000	CAMPBELL SUPPLY WATERLOO TOOLS	17.52		12/13/22	
					ACCOUNT TOTAL		17.52	.00	17.52	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
552-6665-930		436.72-26		06/23	AP 11/30/22 0000000	NORTH CENTRAL LABORATORIES LAB SUPPLIES	253.10		12/13/22	
552-6665-930		436.72-26		06/23	AP 11/22/22 0000000	NORTH CENTRAL LABORATORIES LAB SUPPLIES	245.16		12/13/22	
					ACCOUNT TOTAL		498.26	.00	498.26	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
552-6665-932		436.72-60		06/23	AP 12/02/22 0000000	THOMPSON SHOES SAFTEY SHOES-C ROBINSON P.O. 56790	136.00		12/13/22	
552-6665-930		436.72-60		06/23	AP 11/28/22 0000000	GRAINGER PARTS RUBBER BOOTS	40.80		12/13/22	
552-6665-932		436.72-60		06/23	AP 11/23/22 0000000	GRAINGER PARTS SAFTEY SHOES-T GRIFFIN P.O. 56797	105.26		12/13/22	
					ACCOUNT TOTAL		282.06	.00	282.06	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
552-6665-853		436.73-05		06/23	AP 10/31/22 0000000	NAPA AUTO PARTS NAPA PARTS WATER REC	741.19		12/13/22	
					ACCOUNT TOTAL		741.19	.00	741.19	
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
552-6665-930		436.73-36		06/23	AP 11/15/22 0000000	VAN METER, INC. ELECTRICAL SUPPLIES	141.75		12/13/22	
					ACCOUNT TOTAL		141.75	.00	141.75	
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
552-6665-913		436.83-06		06/23	AP 11/18/22 0141921	US BANK	350.00		12/08/22	

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FUND 552 SEWER RENTAL FUND										
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued				
IAMU						WASTEWATER OPERATING				
ACCOUNT TOTAL							350.00	.00	350.00	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
930		06/23 AP		11/29/22	0000000	TESTAMERICA LABORATORIES, INC LAB ANALYSIS	1,223.00			12/13/22
ACCOUNT TOTAL							1,223.00	.00	1,223.00	
FUND TOTAL							14,961.72	40.00	14,921.72	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
870		06/23 AP		11/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT 11X17 PAPER	3.50			12/13/22
870		06/23 AP		11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT PENS	.10			12/13/22
870		06/23 AP		11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.35			12/13/22
869		06/23 AP		10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT SHARPIE MARKERS	.74			12/13/22
869		06/23 AP		10/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LETTER FILE	1.13			12/13/22
ACCOUNT TOTAL							7.82	.00	7.82	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
909		06/23 AP		11/22/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR STORM WATER INTAKE AT 10TH AND FRANK	941.50			12/13/22
909		06/23 AP		11/17/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR STORM WATER INTAKE AT 10TH AND FRANK	228.13			12/13/22
853		06/23 AP		11/15/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR STORM WATER INTAKE E 10TH ST	605.25			12/13/22
927		06/23 AP		11/08/22	0000000	UTILITY EQUIPMENT COMPANY CURB STOP	47.43			12/13/22
927		06/23 AP		11/02/22	0000000	UTILITY EQUIPMENT COMPANY STORM WATER INTAKE CASTIN	696.57			12/13/22
ACCOUNT TOTAL							2,518.88	.00	2,518.88	
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.										
913		06/23 AP		11/14/22	0141921	US BANK	37.99			12/08/22

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FUND 555 STORM WATER UTILITY										
555-6630-432.81-40						PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG. AMZN MKTP US*HB4L18SP0				continued
						ACCOUNT TOTAL	37.99	.00	37.99	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
870		06/23 AP		12/06/22	0000000	BENTON'S SAND & GRAVEL, INC.	72,073.77			12/13/22
						3147-UNIVERSITY BIOCELLS PROJECT#: 023147				
						ACCOUNT TOTAL	72,073.77	.00	72,073.77	
						FUND TOTAL	74,638.46	.00	74,638.46	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
870		06/23 AP		11/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.10			12/13/22
						11X17 PAPER				
870		06/23 AP		11/21/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.41			12/13/22
						COPY PAPER				
932		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	2.13			12/13/22
						#10 WINDOW ENVELOPES CITY OF CF FINANCE				
						ACCOUNT TOTAL	5.64	.00	5.64	
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
913		06/23 AP		11/21/22	0141921	US BANK	498.00			12/08/22
						AMZN MKTP US*HI6BI46J1				
913		06/23 AP		11/17/22	0141921	US BANK	244.00			12/08/22
						NEWEGG MARKETPLACE				
913		06/23 AP		11/14/22	0141921	US BANK	295.41			12/08/22
						AMZN MKTP US*HB10Y05P1				
913		06/23 AP		11/14/22	0141921	US BANK	83.88			12/08/22
						WEB*NETWORKSOLUTIONS				
913		06/23 AP		11/07/22	0141921	US BANK	92.15			12/08/22
						AMZN MKTP US*H26F35760				
913		06/23 AP		11/07/22	0141921	US BANK	29.98			12/08/22
						AMZN MKTP US*H25TE27C0				
913		06/23 AP		11/07/22	0141921	US BANK	13.90			12/08/22
						AMZN MKTP US*H08DI9YP2				
913		06/23 AP		11/04/22	0141921	US BANK	64.67			12/08/22
						AMZN MKTP US*H20NR4XX0				
913		06/23 AP		11/03/22	0141921	US BANK	90.08			12/08/22
						AMZN MKTP US*H04363MK2				
						ACCOUNT TOTAL	1,412.07	.00	1,412.07	

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FUND 606 DATA PROCESSING FUND										
606-1078-441.81-40						PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.				
913		06/23 AP		10/31/22	0141921	US BANK	99.00			12/08/22
						STK*BIGSTOCKPHOTO.COM				
						ONLINE IMAGE SUBSCRIPTION				
						ACCOUNT TOTAL	99.00	.00	99.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
903		06/23 AP		11/22/22	0000000	GORDON FLESCH COMPANY	1,553.38			12/13/22
						COPIERS/24629-MPS01				
						11/22/22-12/21/22				
						ACCOUNT TOTAL	1,553.38	.00	1,553.38	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
903		06/23 AP		11/18/22	0000000	THE DAVENPORT GROUP USA, LTD	25,137.00			12/13/22
						LAMA ANNUAL SUPPORT				
						1/1/23-12/31/23				
913		06/23 AP		11/03/22	0141921	US BANK	182.40			12/08/22
						SCREENLEAP.COM				
						SCREEN LEAP - COUNCIL MTG				
						ACCOUNT TOTAL	25,319.40	.00	25,319.40	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
961		06/23 AP		11/30/22	0000000	IP PATHWAYS, LLC	5,617.84			12/13/22
						DR AS A SERVICE				
						MONTHLY BILLING NOV. 2022				
903		06/23 AP		11/25/22	0000000	BERRY DUNN MCNEIL & PARKER, L	6,637.50			12/13/22
						RFP CONSULTANT				
913		06/23 AP		11/18/22	0141921	US BANK	99.95			12/08/22
						B&H PHOTO 800-606-6969				
						MICROPHONE-COMM.CENTER				
932		06/23 AP		11/15/22	0000000	HEARTLAND BUSINESS SYSTEMS LL	6,015.80			12/13/22
						OFFICE365 MONTHLY SUB-NOV				
913		06/23 AP		10/24/22	0141921	US BANK	67.47			12/08/22
						AMZN MKTP US*HT17687U2				
						WIRELESS MOUSE-V&T				
913		06/23 AP		10/24/22	0141921	US BANK	203.63			12/08/22
						AMZN MKTP US*HT5NJ57I2				
						PHONE,IPAD CASES-JEN/INSP				
						ACCOUNT TOTAL	18,642.19	.00	18,642.19	
						FUND TOTAL	47,031.68	.00	47,031.68	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE				
961		06/23 AP		12/05/22	0000000	HOLMES MURPHY & ASSOCIATES LL	2,333.33			12/13/22
						BENEFITS CONSULTING SERV.				
						JANUARY 2023				
						ACCOUNT TOTAL	2,333.33	.00	2,333.33	

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FUND 680 HEALTH INSURANCE FUND										
FUND TOTAL							2,333.33	.00	2,333.33	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
927		06/23 AP		12/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT TAPE, PAPER, CORRECTION TAPE	8.17		12/13/22	
ACCOUNT TOTAL							8.17	.00	8.17	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
927		06/23 AP		12/05/22	0000000	NORTHLAND PRODUCTS CO. DRUM CREDITS		88.00	12/13/22	
909		06/23 AP		11/29/22	0000000	NORTHLAND PRODUCTS CO. USED OIL PICK UP	41.20		12/13/22	
909		06/23 AP		11/16/22	0000000	CONSOLIDATED ENERGY COMPANY BULK DEF	860.00		12/13/22	
853		06/23 AP		11/15/22	0000000	NORTHLAND PRODUCTS CO. HYDRAULIC FLUID	173.94		12/13/22	
853		06/23 AP		10/31/22	0000000	NAPA AUTO PARTS NAPA PARTS VEHICLE MAINT	59.59		12/13/22	
ACCOUNT TOTAL							1,134.73	88.00	1,046.73	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
927		06/23 AP		11/30/22	0000000	C & C WELDING & SANDBLASTING #2105 PLOW CONTROLLER	430.00		12/13/22	
927		06/23 AP		11/28/22	0000000	LAWSON PRODUCTS, INC. MISC SHOP SUPPLIES	7.10		12/13/22	
927		06/23 AP		11/28/22	0000000	LAWSON PRODUCTS, INC. MISC SHOP SUPPLIES	1,016.82		12/13/22	
909		06/23 AP		11/21/22	0000000	MENARDS-CEDAR FALLS CAT 6 CABLE	25.98		12/13/22	
927		06/23 AP		11/21/22	0000000	TOYNE, INC. FD502 CAB LIFT REMOTE	461.86		12/13/22	
853		06/23 AP		11/17/22	0000000	KUSTOM SIGNALS, INC. RADAR CONTROL KITS	115.79		12/13/22	
853		06/23 AP		10/31/22	0000000	NAPA AUTO PARTS NAPA PARTS VEHICLE MAINT	48,391.51		12/13/22	
853		06/23 AP		08/01/22	0000000	FASTENAL COMPANY EYE BOLTS - PLOW SUPPORT	118.95		12/13/22	
ACCOUNT TOTAL							50,568.01	.00	50,568.01	
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS										

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GROUP	PO	ACCTG	----	TRANSACTION	----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.86-04						REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS				continued
909		06/23 AP		11/24/22	0000000	PRECISE MRM LLC	1,020.00			12/13/22
						AVL CELL CHARGE				
ACCOUNT TOTAL							1,020.00	.00	1,020.00	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
927		06/23 AP		11/28/22	0000000	C & C WELDING & SANDBLASTING	4,434.16			12/13/22
						REBUILT PLOW SUPPORT WING FOR #282				
927		06/23 AP		11/28/22	0000000	RASMUSSEN CO., THE	660.00			12/13/22
						FD502 TOWED TO PW				
927		06/23 AP		11/22/22	0000000	RASMUSSEN CO., THE	250.00			12/13/22
						#341 TOWED TO PW				
927		06/23 AP		11/21/22	0000000	D & D TIRE INC.	2,180.00			12/13/22
						FD502 REAR TIRES				
853		06/23 AP		11/18/22	0000000	WITHAM AUTO CENTERS	119.35			12/13/22
						PD16 ALIGNMENT				
927		06/23 AP		11/15/22	0000000	D & D TIRE INC.	1,305.00			12/13/22
						#347 TIRES				
ACCOUNT TOTAL							8,948.51	.00	8,948.51	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
873		06/23 AP		11/29/22	0000000	WITHAM AUTO CENTERS	50,167.00			12/13/22
						FORD TRANSIT #802 VM00644				
913		06/23 AP		10/27/22	0141921	US BANK	1,000.00			12/08/22
						WITHAM AUTO CEDAR FALLS				
						DOWN PAYMENT FOR BLDG				
ACCOUNT TOTAL							51,167.00	.00	51,167.00	
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES										
853		06/23 AP		11/18/22	0000000	PRO-LINER	700.00			12/13/22
						#2110 SPRAY IN BED LINER				
ACCOUNT TOTAL							700.00	.00	700.00	
FUND TOTAL							113,546.42	88.00	113,458.42	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	----	
FUND 688 LTD INSURANCE FUND										
688-1902-457.51-03 INSURANCE / LTD INSURANCE										
903		06/23 AP		12/01/22	0000000	MADISON NATIONAL LIFE INS.CO.	3,903.51		12/13/22	
						LTD-DEC'22				
ACCOUNT TOTAL							3,903.51	.00	3,903.51	
688-1902-457.51-04 INSURANCE / LIFE INSURANCE										
903		06/23 AP		12/01/22	0000000	MADISON NATIONAL LIFE INS.CO.	2,515.47		12/13/22	
						GROUP LIFE AD/D-DEC'22				
ACCOUNT TOTAL							2,515.47	.00	2,515.47	
FUND TOTAL							6,418.98	.00	6,418.98	
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										
FUND 790 FLOOD LEVY										
GRAND TOTAL							1,559,548.95	1,598.49	1,557,950.46	