



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

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

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

Agenda Revisions

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

Staff Updates

Special Order of Business

2. Public hearing to consider entering into an Amended and Restated Agreement for Private Development with CV Commercial, L.L.C.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 02/10/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and authorizing execution of an Amended and Restated Agreement for Private Development with CV Commercial, L.L.C.
3. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project Phase 2.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 02/10/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project Phase 2.
4. Hearing on the proposed condemnation of property located at 109 East 2nd Street.

- a) Written communications filed with the City Clerk.
- b) Oral comments.
- c) Resolution declaring the property located at 109 East 2nd Street to be a nuisance due to being structurally unsafe, a fire hazard, or otherwise dangerous to human life and health, and ordering abatement of said nuisance by removal, repair or demolition of said property and requiring the owner of said property to abate said nuisance or submit a viable plan by March 18, 2024.

Old Business

- 5. Pass Ordinance #3047, imposing the one percent local sales and services tax within the City of Cedar Falls and allocating the revenue derived therefrom, upon its third & final consideration.
- 6. Pass Ordinance #3048, amending the Zoning Map located North of Aldrich Elementary School and South of West Greenhill Road from R-1, Residential District & MU, Mixed Use Residential to RP, Planned Residence District, upon its second consideration.

OR

Suspend the rules requiring ordinances to be considered at three separate meetings (requires at least six aye votes), and pass the ordinance upon its third & final consideration.

- 7. Pass Ordinance #3049, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Cemetery Section, upon its second consideration.
- 8. Pass Ordinance #3050, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to the speed limit on certain portions of West 27th Street, upon its second consideration.

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

- 9. Receive and file the City Council Standing Committee minutes of February 5, 2024 relative to the following items:
 - a) City Council Training Update.
 - b) Hearst Project Update.
- 10. Receive and file the 2023 Annual Reports of the Planning & Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, Housing Commission and Bicycle & Pedestrian Advisory Committee.
- 11. Receive and file the following resignation of members from Boards and Commissions:
 - a) Gina Weekley, Human Rights Commission.
- 12. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Gordon Sorensen, Planning & Zoning Commission, term ending 11/01/2025.
 - b) Maureen Henderson, Planning & Zoning Commission, term ending 11/01/2026.
 - c) Brent Johnson, Planning & Zoning Commission, term ending 11/01/2028.
- 13. Receive and file communications from the Civil Service Commission relative to the following certified list:
 - a) Waste Water Treatment Plant Operator II.
- 14. Approve the application of Casey's #4279, 1620 W 1st St, for a cigarette/tobacco/nicotine/vapor permit.
- 15. Approve the following applications for retail alcohol licenses:
 - a) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C retail alcohol - renewal.
 - b) Cottonwood Canyon, 419 Washington Street, Special Class C retail alcohol & outdoor service -

renewal.

c) The Wine Shop, 305 Main Street, Special Class C retail alcohol & outdoor service - renewal.

d) Chad's Pizza & Restaurant, 909 West 23rd Street, Class C retail alcohol - renewal.

e) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C retail alcohol - renewal.

f) Casey's, 1620 West 1st Street, Class E 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.)

16. Resolution Calendar with items considered separately.
- [17.](#) Resolution approving and authorizing execution of a Water Service Territory Transfer Agreement with Iowa Regional Utilities Association (IRUA) relative to water service rights affecting properties along South Union Road.
- [18.](#) Resolution approving and authorizing execution of an Addendum of a Master Service Agreement with IP Pathways, LLC, relative to providing support services.
- [19.](#) Resolution designating July 5 and July 6, 2024 (9 a.m.-10 p.m.) as additional days of use for consumer fireworks within the City limits.
- [20.](#) Resolution approving and authorizing execution of an Agreement with Professional Lawn Care, a/k/a ProLawn, relative to yard maintenance services for private properties in violation with City of Cedar Falls Ordinances.
- [21.](#) Resolution approving and authorizing expenditure of funds for the purchase of a solid waste transfer trailer for the Public Works Department.
- [22.](#) Resolution approving and accepting Completion and Final Acceptance of Work of Owen Contracting, Inc. for the Lake Street Trail Project.
- [23.](#) Resolution receiving and filing, and setting March 4, 2024 as the date of public hearing on, the proposed plans, specification, form of contract & estimate of cost for the 2024 Street Restoration Project.
- [24.](#) Resolution setting April 1, 2024 as the date of the public hearing on the proposed property tax rate and creating a proposed property tax rate for the City of Cedar Falls FY2025 Budget.

Allow Bills and Claims

- [25.](#) Allow Bills and Claims for February 19, 2024.

Council Updates and Announcements

Council Referrals

Executive Session

26. Executive Session to discuss Information contained in records in the custody of a governmental body that are confidential records pursuant to Iowa Code Section 22.7(50); and to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

Adjournment

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

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

- 54615 - It was moved by Crisman and seconded by Kruse that the minutes of the Regular Meeting of January 16, 2024 be approved as presented and ordered of record. Motion carried unanimously.
- 54616 - Major Rob Green, Cedar Falls, Commander in the Civic Air Patrol, gave an overview of the program and aerospace, thanked the City for use of the Public Safety building for a ceremony, and provided the Squadron training time.

The following individuals spoke in support of a proposed resolution by the Council to be approved and submitted to state and federal governments calling for a cease fire in the Gaza Strip:

Xandra Escalada, Cedar Falls
Ev Wilson, Waterloo
Byron Plumly, Cedar Falls
Amelia Gotera, Cedar Falls
Shirley Whiteside, Cedar Falls
Sonja Bock, Cedar Falls Human Rights Commission Chair
Aliya Rahman, Waterloo
Archer, Cedar Falls
Nic Tripp, Cedar Falls
Reverend Michael Blackwell, Cedar Falls
John Greer, Cedar Falls

Brandon Sanders, Waterloo, spoke about property owned on First Street and issues with snow removal. Councilmember Schultz commented.

Mark Suchy, Cedar Falls, thanked the City for its work on the Center Street Corridor and requested consideration of lowering the speed limit to 25 on Longview from Western to Lone Tree Road.

Pastor Larry Stumme, St. Paul Lutheran Church, spoke regarding disparity in living conditions for Black residents and referenced the 24/7 Wall Street report mentioning the Waterloo/Cedar Falls area, and encouraged working together as a community.

Kim Jensen Jordan, Cedar Falls, spoke about the history of the Sartori family, hospital, the City's maintenance of the property and building concerns about losing the hospital, and expressed desire to see Mayo Clinic presence in the

community.

Following comments by Mayor Laudick, he announced a brief recess from 8:13 PM to 8:17 PM.

- 54617 - Mayor Laudick announced the continuation of a public hearing on the proposed amendment to the Land Use Map by changing the designation from Low Density Residential Use, Greenways and Floodplain Use, and Neighborhood Commercial & Mixed Use to Low Density Residential Use and adjust the Greenways and Floodplain Use of property located North of Aldrich Elementary School and South of West Greenhill Road. The Mayor then asked if there were any written communications filed to the proposed amendment. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. There being no one present wishing to speak about the proposed amendment, the Mayor declared the hearing closed and passed to the next order of business.

- 54618 - It was moved by Kruse and seconded by Latta that Resolution #23,470, approving an amendment to the Land Use Map by changing the designation from Low Density Residential Use, Greenways and Floodplain Use, and Neighborhood Commercial and Mixed Use to Low Density Residential Use and adjust the Greenways and Floodplain Use of property located North of Aldrich Elementary School and South of West Greenhill Road, be adopted. Following comments by Councilmember Dunn, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,470 duly passed and adopted.

- 54619 - Mayor Laudick announced the continuation of a public hearing on the proposed rezoning from R-1, Residential District & MU, Mixed Use Residential to RP, Planned Residence District of property located North of Aldrich Elementary School and South of West Greenhill Road. The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. There being no one present wishing to speak about the proposed rezoning, the Mayor declared the hearing closed and passed to the next order of business.

- 54620 - It was moved by Ganfield and seconded by Latta that Ordinance #3048, amending the Zoning Map located North of Aldrich Elementary School and South of West Greenhill Road from R1, Residential District & MU, Mixed Use Residential to RP, Planned Residence District, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54621 - It was moved by Ganfield and seconded by Crisman that Ordinance #3047, imposing the one percent local sales and services tax within the City of Cedar falls and allocating the revenue derived therefrom, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: none. Motion carried.

54622 - It was moved by Hawbaker and seconded by Ganfield that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the City Council Work Session minutes of January 16, 2024 relative to the following items:

- a) College Hill Visioning Plan.
- b) Animal Control

Receive and file the minutes of the January 26, 2024 City Council Joint Meeting with Legislators.

Receive and file resignations of members from Boards & Commissions:
a) Julie Kliegl, Human Rights Commission.

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

- a) Public Safety Supervisor - Captain.
- b) Public Safety Supervisor - Lieutenant.

Receive and file Departmental Monthly Reports of December 2023.

Approve a request for temporary signs at various locations for the Waterloo-Cedar falls Annual Coin Show on March 23-24, 2024.

Approve the following applications for retail alcohol licenses:

- a) Hy-Vee Fast and Fresh, 6527 University Avenue, Class B retail alcohol - renewal.
- b) College Square Cinema, 6301 University Avenue, Special Class C retail alcohol – renewal.
- c) Panther Lounge, 210 East 18th Street, Class C retail alcohol - renewal.
- d) Bani's, 2128 College Street, Class E retail alcohol - renewal.
- e) Happy's Wine & Spirits, 5925 University Avenue, Class E retail alcohol – renewal.
- f) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E retail alcohol - renewal.

Motion carried unanimously.

54623 - It was moved by Kruse and seconded by Crisman that the following resolutions be introduced and adopted:

Resolution #23,471 approving and authorizing execution of an Advertising Agreement with Lee Enterprises, Incorporated, d/b/a Courier Communications,

relative to recruitment advertising.

Resolution #23,472 approving and authorizing a Service Agreement with TargetSolutions Learning, LLC, d/b/a Vector Solutions relative to a tracking software for Public Safety Services.

Resolution #23,473 approving and authorizing execution of an Agreement for Asbestos Inspection/Monitoring Services with Iowa Environmental Services, Inc. relative to properties adjacent to the West Viking Road Industrial Park.

Resolution #23,474 approving and authorizing execution of a Professional Services Agreement with Richard Bardle relative to fiberglass TC mascots for the Panthers on Parade Project.

Resolution #23,475 approving and authorizing execution of an Iowa Tourism Grant Agreement with Iowa Economic Development Authority (IEDA) relative to digital advertising to promote Cedar Falls.

Resolution #23,476 approving and authorizing execution of a Travel Iowa Data Co-op Agreement with Iowa Economic Development Authority (IEDA) relative to Cedar Falls Tourism access to statewide and localized data for tourism planning and marketing.

Resolution #23,477 in support of a grant application to the Otto Schoitz Foundation for the Seerley Park Improvements Project.

Resolution #23,478 approving and authorizing execution of an Amendment to the Service/Product Agreement for Federally Funded Project with Iowa Northland Regional Council of Governments (INRCOG) for administration and technical services for activities relative to FY2023 (FFY2022) HOME Investment Partnership Program funding project delivery.

Resolution #23,479 approving and authorizing execution of a Second Amendment to the Service/Product Agreement for Federally Funded Project with Iowa Northland Regional Council of Governments (INRCOG) for administration and technical services for activities relative to FY2023 (FFY2022) Community Development Block Grant (CDBG).

Resolution #23,480 approving and authorizing execution of a Contract with Family & Children's Council of Black Hawk County relative to Community Development Block Grant (CDBG) funding for service agencies.

Resolution #23,481 approving and authorizing execution of a Contract with the Salvation Army relative to Community Development Block Grant (CDBG) funding for service agencies.

Resolution #23,482 approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for property located at 1218 Cottage Row Road.

Resolution #23,483 approving and authorizing submission of the Iowa Certified Local Government (CLG) 2023 Annual Report of the Historic Preservation

Commission to the State Historical Society of Iowa.

Resolution #23,484 approving and authorizing execution of an Offer to Buy parcels 49 & 52 with the Iowa Department of Transportation (IDOT) relative to the reconstruction of Highway 57/West 1st Street.

Resolution #23,485 approving and authorizing execution of a Farm Lease Agreement with Century Farms an Iowa General Partnership relative to agricultural land known as the Belz Farm.

Resolution #23,486 approving and authorizing the expenditure of funds for the purchase of a columbarium vault for the Cemetery Section of the Operations and Maintenance Division.

Resolution #23,487 approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the 2024 Bridge Inspection Project.

Resolution #23,488 receiving and filing the bids, and approving and accepting the low bid of Municipal Pipe Tool Company, LLC in the amount of \$151,712.00, for the 2024 CDBG Sanitary Sewer Rehabilitation Project.

Resolution #23,489 approving and accepting the contract and bond of Municipal Pipe Tool Company, LLC for the 2024 CDBG Sanitary Sewer Rehabilitation Project.

Resolution #23,490 approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Cedar Falls Community School District (CFCSD), relative to a post-construction stormwater management plan for the Cedar Falls High School located at West 27th Street.

Resolution #23,491 setting February 19, 2024 as the date of public hearing to consider entering into a proposed Amended and Restated Agreement for Private Development with CV Commercial, L.L.C.

Resolution #23,492 receiving and filing, and setting February 19, 2024 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project Phase 2.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,471 through #23,492 duly passed and adopted.

54624 - It was moved by Latta and seconded by Kruse that Resolution #23,493, approving and adopting CFD 1121: Council Policy – City Council Meeting Procedures, be adopted. Following comments by Councilmembers Kruse, Dunn and Schultz, and responses by Mayor Laudick, it was moved by Schultz and seconded by Kruse to amend the motion by replacing “must” with “shall” in

section 8.2. Following comments by Councilmembers Dunn, Hawbaker, Latta, and Ganfield, and responses by City Attorney Rogers, the motion to amend carried 6-1, with Ganfield voting Nay. Following comments and questions by Councilmember Ganfield, and responses by Mayor Laudick, the Mayor put the question on the original motion as amended and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: Ganfield. Motion carried. The Mayor then declared Resolution #23,493 duly passed and adopted.

- 54625 - It was moved by Ganfield and seconded by Crisman that Resolution #23,494, approving and authorizing execution of an Amendment to lease with MercyOne Northeast Iowa, formerly known as Wheaton Franciscan Healthcare-Iowa, Inc., former known as Covenant Health Systems, Inc., extending the term from January 1, 2022 through December 31, 2026, be adopted. Following comments and questions by Councilmembers Schultz and Kruse, and responses by Mayor Laudick, City Attorney Rogers and Director of Finance and Business Operations Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Abstain: Latta. Nay: none. Motion carried. The Mayor then declared Resolution #23,494 duly passed and adopted.
- 54626 - It was moved by Crisman and seconded by Latta that Resolution #23,495, approving and adopting the Imagine College Hill! Vision Plan, be adopted. Following comments and questions by UNI Student Liaison Noah Hackbart, Councilmembers Hawbaker, Kruse, and Ganfield, and responses by Mayor Laudick, it was moved by Councilmember Dunn to call the question. Motion to call the question carried unanimously. The Mayor then put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Hawbaker, Crisman, and Dunn. Nay: Kruse and Ganfield. Motion carried. The Mayor then declared Resolution #23,495 duly passed and adopted.
- 54627 - It was moved by Latta and seconded by Crisman that Ordinance #3049, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Cemetery Section, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried.
- 54628 - It was moved by Kruse and seconded by Crisman that Ordinance #3050, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to the speed limit on certain portions of West 27th Street, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried.

- 54629 - It was moved by Kruse and seconded by Ganfield that the bills and claims of February 5, 2024 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

- 54630 - It was moved by Dunn and seconded by Crisman to refer to the Committee of the Whole discussion for staff to bring to Council a plan to utilize funding allocated in the CIP for FY25 for proposals for changes to zoning and parking for the College Hill character areas 1, 2, and 3 as designated by the College Hill Vision Plan similar to the character districts for established for the downtown. Note: Priority should be given to areas 1, 2, and 3 however the impact and future possible changes to areas 4 and beyond can/should be included in the recommendations. Following comments by Councilmembers Kruse, Hawbaker and Schultz, and responses by City Administrator Gaines and Mayor Laudick, the motion passed unanimously.

- 54631 - It was moved by Dunn and seconded by Latta to refer to the Committee of the Whole discussion on the City's current Conflict of Interest disclosure requirements. Following comments by Councilmembers Kruse and Hawbaker, the motion passed unanimously.

- 54632 - It was moved by Kruse and seconded by Latta to adjourn to Executive Session to discuss Collective Bargaining per Iowa Code Section 20.17(3) as negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbiters. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 9:02 P.M.

Mayor Laudick reconvened the Council meeting at 9:42 P.M.

- 54633 - It was moved by Schultz and seconded by Dunn that the meeting be adjourned at 9:43 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Mayor Laudick and City Council

FROM: Shane Graham, Economic Development Coordinator

DATE: February 9, 2024

SUBJECT: Proposed Amended and Restated Agreement for Private Development between the City of Cedar Falls, Iowa and CV Commercial, L.L.C.

On July 19, 2021, City Council approved an Agreement for Private Development with CV Commercial, LLC (Resolution No. 22,460), for a new five-story mixed-use building to be constructed on their property located along College Street and W. 22nd Street within the College Hill Urban Renewal Area. In the original agreement, it indicated a completion date of the project by December 31, 2023. However, the project has yet to commence, so the developer has requested that the agreement be amended to update the project completion date, as the project will commence this spring.

Along with updating the completion date in the proposed Amended and Restated Agreement for Private Development, several other sections are proposed to be updated as well to reflect the most up to date information. The updates include:

1. Updating the completion date from December 31, 2023 to December 31, 2025. It is anticipated that construction will commence this spring on the project, with projected completion in 2025.
2. Updating the construction cost of the project from \$5,000,000 to \$6,250,000. The developer has indicated that the estimated cost of the project has increased since the agreement was first approved in 2021.
3. Updating the maximum amount of tax rebates that the project may receive over 5 years, from a maximum amount of \$593,937 to \$717,087. This number has changed due to using the increased building cost listed in item 2 above and also using the current TIF tax rate amount. Please remember that the number above is the maximum amount of tax rebates that the project can receive over the 5-year time period, and will be dependent on the actual taxable valuation of the building as determined by the County Assessor.

The Amended and Restated Agreement for Private Development by and between the City of Cedar Falls, Iowa and CV Commercial, LLC is attached for your review. This Amended and Restated Agreement was reviewed by City Attorney Kevin Rogers and is acceptable to both parties.

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

1. Resolution approving and authorizing execution of an Amended and Restated Agreement for Private Development by and between the City of Cedar Falls, Iowa, and CV Commercial, LLC.

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

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



CV Commercial, LLC
2119 College Street
New Mixed Use Building

Item 2.



AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF CEDAR FALLS, IOWA

AND

CV COMMERCIAL, L.L.C.

AMENDED AND RESTATED AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Amended Agreement"), is made on or as of the ____ day of _____, 2024, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (hereinafter called "Urban Renewal Act"), and CV COMMERCIAL, L.L.C., having offices for the transaction of business at 604 Clay Street, Cedar Falls, Iowa 50613 (hereinafter known as "Developer").

WITNESSETH:

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

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

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

WHEREAS, Developer is willing to construct certain Minimum Improvements on the Development Property and Developer will thereafter cause the same to be operated in accordance with this Amended Agreement; and

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

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WHEREAS, the City believes that the development of the Development Property pursuant to this Amended Agreement and the fulfillment generally of this Amended Agreement are in the vital and best interests of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area shall mean the area known as the College Hill Urban Renewal Area.

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

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

Code means the Code of Iowa, 2023, as amended.

Commencement Date means the date of this Amended Agreement.

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

County means the County of Black Hawk County, Iowa.

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CV Commercial, L.L.C., 2119 College Street TIF Account means a separate account within the College Hill Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and the Development Property.

Developer means CV Commercial, L.L.C., and its successors and assigns.

Development Property means that portion of the College Hill Urban Renewal Area described in Exhibit A.

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

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

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

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

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

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

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

Ordinance shall mean Ordinance No. 2738 of the City, under which the taxes levied on the taxable property in the Project Area shall be divided, with a portion of said taxes to

Execution Version

be paid into the College Hill Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

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

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the CV Commercial, L.L.C., 2119 College Street TIF Account of the College Hill Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

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

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

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

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

b. The execution and delivery of this Amended Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Amended Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which

the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

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

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

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

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

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

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

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

g. The construction of the Minimum Improvements will require a total investment of approximately \$6,250,000 for construction costs (building only).

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

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Amended Agreement.

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

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2025.

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the site plans submitted to the City and attached to this Amended

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Agreement as part of Exhibit B, after issuance of a building permit issued by the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the site plans, and shall require a total investment of approximately \$6,250,000.00 for construction costs (building only).

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2025; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

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

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

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

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

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

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

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

the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

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

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

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

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

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

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

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

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

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

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, gender, sexual orientation, gender identity, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, gender, sexual orientation, gender identity, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

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

Section 6.6 Employment. Developer agrees that the Minimum Improvements will create usable commercial space for office and/or retail tenants. Developer shall use its best efforts to ensure that at least 2 Full-Time Equivalent Employment Units will be employed by Developer's Tenant(s) at the Minimum Improvements by December 31, 2026 and retained until at least the Termination Date of this Amended Agreement.

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Section 6.7 Annual Certification. To assist the City in monitoring the Amended Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Amended Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Amended Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2027 and ending on October 15, 2031, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

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

Section 6.9 Developer Completion Guarantee. By signing this Amended Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Amended Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 6.10. Relocation. Developer agrees and covenants not to lease the Minimum Improvements to any entity that is relocating to the City from another part of Black Hawk County or a contiguous county during the term of this Amended Agreement.

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

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

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

7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Amended Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANT

Section 8.1. Economic Development Grant.

a. For and in consideration of the obligations being assumed by Developer hereunder, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the terms and conditions of this Article and to subject to Developer being and remaining in compliance with the terms of this Amended Agreement, to make up to five (5) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed \$717,087 under the following terms and conditions.

Assuming completion by December 31, 2025, full assessment of the Minimum Improvements on January 1, 2026, and debt certification to the Auditor by the City prior to December 1, 2026, the Economic Development Grants shall commence on June 1, 2028, and end on June 1, 2032, pursuant to Section 403.19 of the Urban Renewal Act, under the following formula:

June 1, 2028	100% of Tax Increments for Fiscal Year 2027-2028
June 1, 2029	100% of Tax Increments for Fiscal Year 2028-2029
June 1, 2030	100% of Tax Increments for Fiscal Year 2029-2030
June 1, 2031	100% of Tax Increments for Fiscal Year 2030-2031
June 1, 2032	100% of Tax Increments for Fiscal Year 2031-2032

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on Development Property under the terms of the Ordinance and deposited into the CV Commercial, L.L.C., 2119 College Street TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The Parties recognize that the Minimum Improvements consist of the construction of an approximately 31,200 square foot commercial/residential mixed-use building, with 47 onsite parking spaces, commercial space located on the first floor, and residential units located on the second through fifth floors. This will allow for increased commercial and retail business and the creation and retention of jobs. Construction costs are expected to be approximately \$6,250,000 (building only). **The increased assessed value after construction of the Minimum Improvements for the purpose of this Amended**

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Agreement is required to be at least \$353,590 (current building assessed valuation of \$153,590) (building only) for Developer to be eligible for Economic Development Grants, and the Black Hawk County Assessor will make the final determination as to the value.

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements being January 1, 2026. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2026, then the Economic Development Grants will not begin as scheduled above. In no event shall the City certify a request for Tax Increments to the County until the Minimum Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Improvements are first fully assessed and to do so not later than October 15 after the January 1 when the Minimum Improvements are first fully assessed.

The Economic Development Grants are only for the Minimum Improvements described in this Amended Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

b. The obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon (a) compliance with the terms of this Amended Agreement, including an assessment value of at least \$353,590 (for building value only); and (b) timely filing by Developer of the Annual Certification required under Section 6.7 hereof and the City Council's approval thereof. After the Minimum Improvements are first fully assessed and if in compliance with this Amended Agreement, if the Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the City Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by December 31, 2025, and first full assessment on January 1, 2026, if Developer and the City each so certify in October 2026, the first Economic Development Grants would be paid to Developer on June 1, 2028 (for 100% of the Tax Increment for fiscal year 2027-2028). Compliance with the terms and conditions of this Amended Agreement is a condition precedent to an Economic Development Grant. As an example, if property taxes are not paid, the Developer is not eligible for an Economic Development Grant.

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

c. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Amended Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed a total aggregate amount of \$717,087. This amount is calculated by using a maximum \$5,486,769 tax increment increase in the taxable valuation of the minimum improvements, divided by 1,000, and multiplied by the current FY24 effective TIF rate of \$26.13878 per \$1,000 valuation (in this instance, $\$5,486,769/1,000=5,486.77$ multiplied by $\$26.13878=\$143,417.45$ multiplied by 5 years= $\$717,087$). Economic Development Grants shall at all times be subject to suspension, reduction, or termination in accordance with the terms of this Article VIII. Thereafter the taxes levied on the Minimum Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

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

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

e. Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no

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circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Amended Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1(c).

Section 8.2. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the CV Commercial, L.L.C., 2119 College Street TIF Account of the College Hill Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the CV Commercial, L.L.C., 2119 College Street TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

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

b. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum

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Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Amended Agreement, without penalty or other liability to the City, by written notice to Developer.

c. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in the CV Commercial, L.L.C., 2119 College Street TIF Account (regardless of the amounts thereof) to the payment of the corresponding Economic Development Grants to Developer as and to the extent described in this Article.

Section 8.3. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments collected from any other properties within the College Hill Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.4. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by it and pursuant to the provisions of this Amended Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Amended Agreement, Developer shall be solely responsible for all assessments and taxes.

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

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to

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the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

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

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Amended Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Amended Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

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

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements,

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and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

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

ARTICLE X. REMEDIES

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

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

b. Failure by Developer to comply with Sections 6.6, 6.7, 6.8, 6.9 or 6.10 of this Amended Agreement.

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

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

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

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

g. Developer shall:

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

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

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

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

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

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

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

b. The City may terminate this Amended Agreement;

c. The City may withhold the Certificate of Completion;

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

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

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

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

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer understands and agrees that an amount equivalent to the City's costs and attorneys' fees associated with this Amended Agreement shall be billed to and paid by the Developer following the approval of this Amended Agreement by City Council, which amount shall be paid to the City by Developer no later than 30 days following request for payment by the City; and

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

ARTICLE XI RESERVED

ARTICLE XII. MISCELLANEOUS

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

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

- a. In the case of Developer, is addressed or delivered personally to Ryan Kriener, Manager, at 604 Clay Street, Cedar Falls, Iowa 50613;
- b. In the case of the City, is addressed to or delivered personally to the City at 220 Clay Street, Cedar Falls, IA 50613, Attn: Jennifer Rodenbeck, Director of Finance and Business Operations;

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

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

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

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

Section 12.6. Entire Amended Agreement. This Amended Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. In particular, this Amended Agreement is intended by the parties to replace and supersede that certain Agreement for Private Development by and between

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the parties dated July 19, 2021, (the “Agreement”), with this Amended Agreement to be effective upon the date first stated above, on which date the Agreement shall no longer have any continuing force or effect, and the parties shall then be completely and finally discharged from all duties and obligations thereunder. This Amended Agreement may not be amended except by a subsequent writing signed by all parties hereto.

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

Section 12.8. Termination Date. This Amended Agreement shall terminate and be of no further force or effect on and after December 31, 2032, unless terminated earlier under the provisions of this Amended Agreement.

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

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

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

[Signatures start on the next page]

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this _____ day of February, 2024, before me a Notary Public in and for said State, personally appeared _____ and Kim Kerr, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

CV Commercial, L.L.C.

By: Ryan J. Kriener
Ryan Kriener, Manager

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 30th day of January, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Kriener, to me personally known, who, being by me duly sworn, did say that he is the Manager of CV Commercial, L.L.C. and that said instrument was signed on behalf of said limited liability company; and that the said Ryan Kriener, as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Lot No. 44, and the North 58.5 feet of the East 150 feet of Lot No. 45, and the West 81 feet of Lot No. 45, all in Auditor Rainbow's Plat Number 3, in the City of Cedar Falls, Black Hawk County, Iowa.

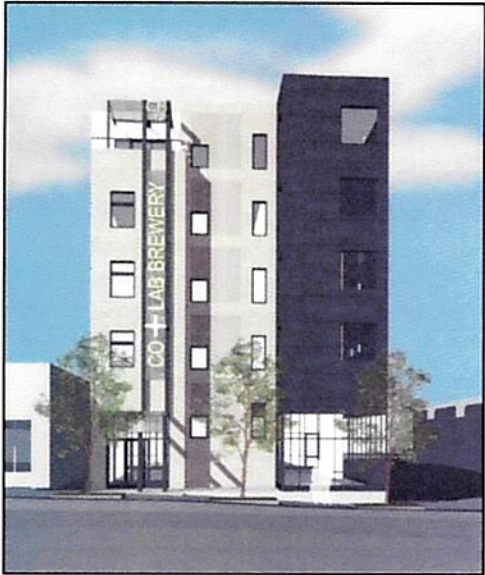
Locally known as 2119 College Street, Cedar Falls, Iowa.

Parcel # 8914-14-428-012, # 8914-14-428-014 and # 8914-14-428-015 (Black Hawk County)

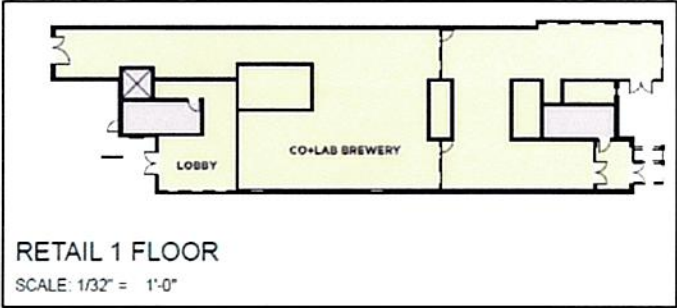
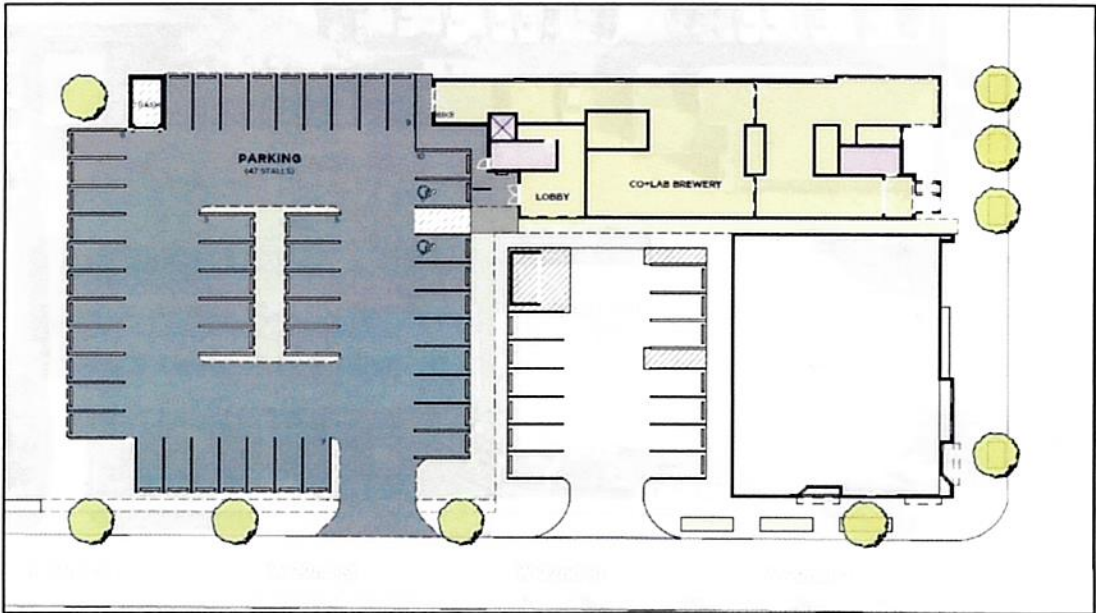
EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of a new 31,200 square foot five story commercial and residential mixed-use building. This will allow for increased commercial and retail business and the creation and retention of jobs. The construction of the Minimum Improvements is expected to be completed in 2025. Construction costs are expected to be approximately \$6,250,000.



**2119 College Street
Proposed Elevations**



**2119 College Street
Proposed Floor Plan**

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of Cedar Falls, Iowa (the "City") and CV Commercial, L.L.C., an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 20__, make, execute and deliver, each to the other, an Amended Agreement for Private Development (the "Amended Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Amended Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot No. 44, and the North 58.5 feet of the East 150 feet of Lot No. 45, and the West 81 feet of Lot No. 45, all in Auditor Rainbow's Plat Number 3, in the City of Cedar Falls, Black Hawk County, Iowa.

Locally known as 2119 College Street, Cedar Falls, Iowa.

Parcel # 8914-14-428-012, # 8914-14-428-014 and # 8914-14-428-015 (Black Hawk County)

(the "Development Property"); and

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

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

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

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this _____ day of _____, 20__, before me a Notary Public in and for said State, personally appeared Daniel Laudick and Kim Kerr, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D

MEMORANDUM OF AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Cedar Falls, Iowa (the "City"), and CV Commercial, L.L.C., an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2024, make, execute and deliver, each to the other, an Amended and Restated Agreement for Private Development (the "Amended Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Amended Agreement and the College Hill Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the College Hill Urban Renewal Area.

The Development Property is described as follows:

Lot No. 44, and the North 58.5 feet of the East 150 feet of Lot No. 45, and the West 81 feet of Lot No. 45, all in Auditor Rainbow's Plat Number 3, in the City of Cedar Falls, Black Hawk County, Iowa.

Locally known as 2119 College Street, Cedar Falls, Iowa.

Parcel # 8914-14-428-012, # 8914-14-428-014 and # 8914-14-428-015 (Black Hawk County)

(the "Development Property"); and

WHEREAS, the term of the Amended Agreement commenced on the ____ day of _____, 2024 and terminates on December 31, 2032, unless otherwise terminated as set forth in the Amended Agreement; and

WHEREAS, the Amended Agreement amends and replaces that certain Agreement For Private Development (hereinafter called "Agreement") between the City and Developer dated July 19, 2021, a Memorandum of which was previously recorded with the Office of the Recorder for Black Hawk County as Document #2022-00003391; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Execution Version

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

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Amended and Restated Agreement for Private Development on the _____ day of _____, 2024.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, BLACK HAWK COUNTY, ss:

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Daniel Laudick and Kim Kerr, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa


CV COMMERCIAL, L.L.C.

By: 
Ryan Kriener, Manager

STATE OF IOWA, BLACK HAWK COUNTY, ss:

On this 30th day of January, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Kriener, to me personally known, who, being by me duly sworn, did say that he is the Manager of CV Commercial, L.L.C., and that said instrument was signed on behalf of said company; and that the said Ryan Kriener, as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.




Notary Public in and for the State of Iowa

Execution Version

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

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

The Developer certifies the following:

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

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

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

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

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

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

Signed this _____ day of _____, 20__.

CV Commercial, L.L.C.

By: _____
Ryan Kriener, Manager

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 20__, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Kriener, to me personally known, who, being by me duly sworn, did say that he is the Manager of CV Commercial, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Ryan Kriener, as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

Attachments: (a) Proof of payment of taxes

Execution Version

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN AMENDED AND RESTATED
AGREEMENT FOR PRIVATE DEVELOPMENT BY AND
BETWEEN THE CITY OF CEDAR FALLS, IOWA AND CV
COMMERCIAL, L.L.C.

WHEREAS, by Resolution No. 17,348, adopted February 14, 2011, and amended by Amendment No. 1, approved by Resolution 21,832 on January 6, 2020, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the College Hill Urban Renewal Plan (the "Plan") for the College Hill Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Black Hawk County; and

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

WHEREAS, the City has received a proposal from CV Commercial, L.L.C. (the "Developer"), in the form of a proposed Amended and Restated Development Agreement (the "Amended Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Amended Agreement) on certain real property located within the College Hill Urban Renewal Area at 2119 College Street in Cedar Falls, Iowa as further defined and legally described in the Amended Agreement and consisting of the construction of an approximately 31,200 square foot commercial/residential mixed use building on the Development Property, together with all related site improvements, as outlined in the proposed Amended Agreement; and

WHEREAS, the Amended Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer

in the form of a percentage of Tax Increments generated from the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$717,087, or the amount accrued under the formula outlined in the proposed Amended Agreement, under the terms and following satisfaction of the conditions set forth in the Amended Agreement; and

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

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

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

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

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

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

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

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

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

STATE OF IOWA, COUNTY OF BLACK HAWK, SS.

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

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

Kim Kerr
City Clerk of Cedar Falls, Iowa

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: David Wicke, PE, City Engineer

DATE: February 19th, 2024

SUBJECT: North Cedar Heights Area Reconstruction Phase II
City Project Number: RC-092-3271
Public Hearing

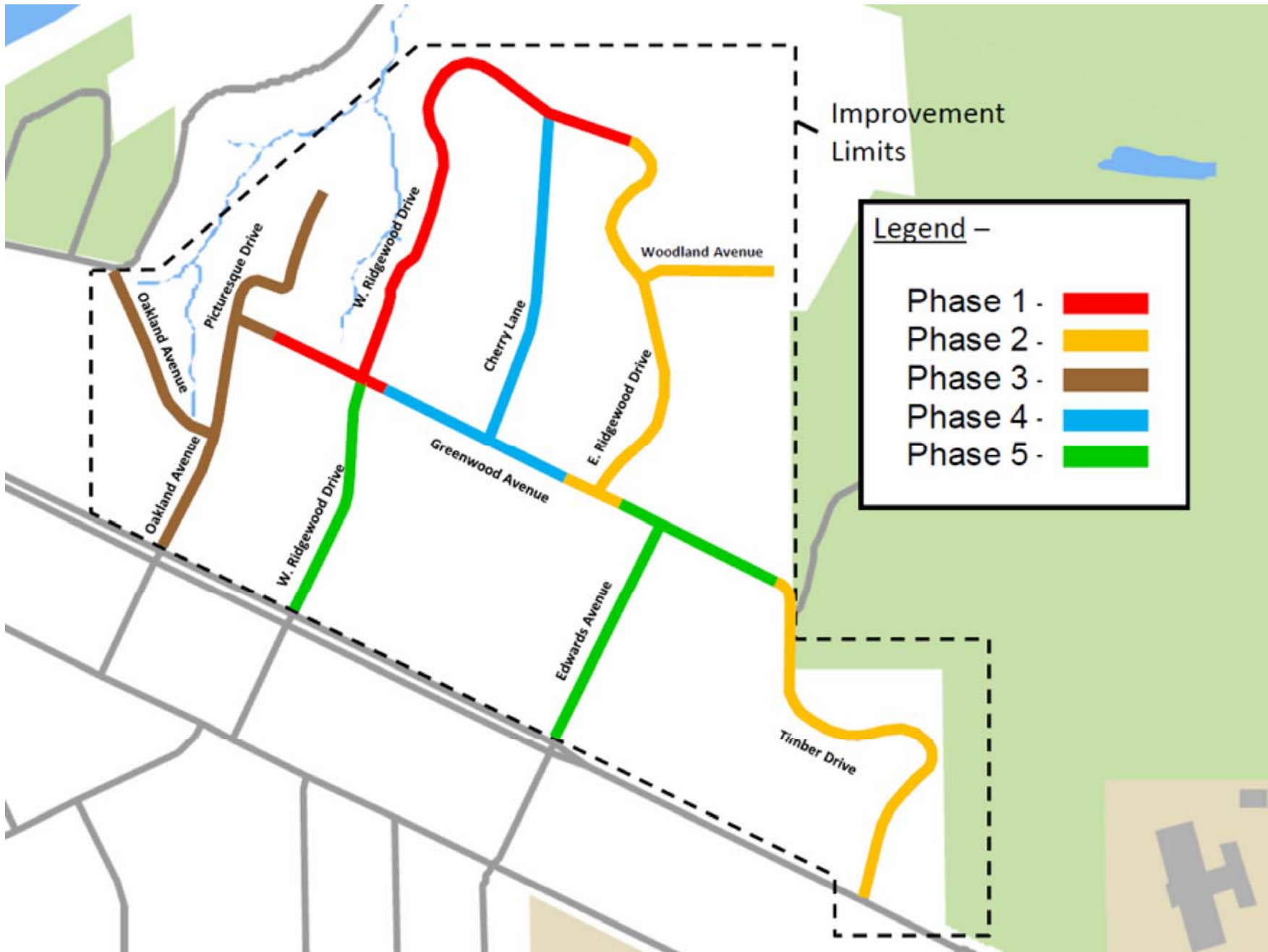
Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the North Cedar Heights Area Reconstruction Phase II.

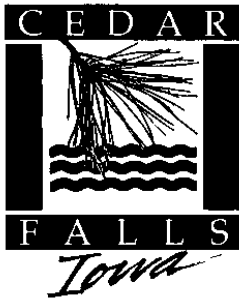
This project consists of reconstructing Timber Drive from Grand Avenue to Greenwood Avenue, East Ridgewood Drive from Greenwood Avenue to Cherry Lane and Woodland Drive to East Ridgewood Avenue. Work includes reconstruction of water main, storm and sanitary sewers, installation of new 8" subdrain, asphalt pavement with concrete curb and/or edging, and concrete intersections.

The total estimated cost for the construction of this project is \$4,520,727.07. The project will be funded by Local Option Sales Tax, Street Construction Fund, Sanitary Sewer Rental Fund, and General Obligation Bond.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the North Cedar Heights Area Reconstruction Phase II.

xc: Chase Schrage, Director of Public Works





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Inspection Services Division

TO: Honorable Mayor Daniel Laudick & City Council

FROM: Jamie Castle, AIA
 Building Official

DATE: February 12, 2024

SUBJECT: Condemnation Hearing for 109 E 2nd Street

On January 31, 2024, the Condemnation Committee, selected by Mayor Laudick, inspected 109 E 2nd Street as per City Code Ordinance 7-20(14) IBC 116.3 Procedure for Condemnation and Removal. Per the ordinance, the Mayor shall appoint three council members to inspect along with the building official, fire chief, and county health officer and report their findings to the City Council. If the Committee reports the building is unsafe or dangerous the matter shall be set down for hearing at the next regular meeting of the Council.

The appointed Committee consisted of Council members Chris Latta, Gil Schultz, and Dustin Ganfield, as well as Building Official Jamie Castle, Fire Chief John Zolondek, and County Health Officer Eric Heinen. Also at the inspection were Mayor Laudick and Building Inspector Joel Wardell. The owner and board members of the Space were present at the inspection. The inspection occurred on January 31, 2024, at 1:30 PM with permission of the owner.

City Staff were notified on January 19, 2024 that the owner of the property has since passed away. The building was willed to Kendalle Alquwaie, a board member of The Space. City staff has been working with Ms. Alquwaie.

Nuisance history of 109 E 2nd Street:

- On January 12, 2024 officers and paramedics were dispatched to the upper level apartment as the resident/owner was in need of medical care. When the officers entered the property they discovered the property was in insanitary condition, lacked heat, and structural concerns. The owner was admitted to the hospital. Officers notified code enforcement of the condition of the structure.
- On January 14, 2024 officers returned to the property to remove the owner's cats, given the owner remained in the hospital. At that time contact information

was exchanged and then provided to Inspection Services. At this visit there were concerns raised regarding the water lines potentially being frozen since we were experiencing negative temperatures.

- On January 15, 2024 Inspection Services (Jamie Castle and Adam Spray) requested that CFU shut off the water. CFU attempted to shut the water off at the curb stop but were unable to. Inspection Services worked with the board of The Space to meet at the building to have CFU turn off the water at the meter and to review the state of the building.
- An inspection occurred with the permission of the board. At that time Building Official Jamie Castle determined the building was not safe for occupancy and placarded the building. Following this the Mayor was informed of the property issue and a condemnation committee was requested.

Results of Condemnation Inspection:

Interior:

- The property has been neglected and is deteriorating. The upper level ceiling is falling in 5 different locations and has water dripping. It is evident the roof is leaking. It would also appear that it has been leaking for some time based on the damage to the ceiling and the moisture in the floors. Violation of §15-2(24)(a)
- The stairs are unsafe, which are the only means of egress to/from the upper level. The stairs have been repaired with non-code compliant methods. From below the stairs you can see the deterioration. The handrail is not fully attached and unsafe for use. Violation of §15-2(24)(g), IRC 311, and IFC 1023.
- Upper level floor is deteriorated in several areas. In areas where the joists can be seen, they are worn, patched, and splintering. In other areas the floor sheathing is spongy when stepped on and there are holes exposing the floor joists in some locations.
- The kitchen and bathroom facilities were in disrepair. In the upper level the areas were minimally accessible due to storage and debris. The lower level facilities were not code compliant for a commercial space. Violation of §15-2(35), IRC R306, IBC Chapter 29.
- Neither level has functioning heating. Upper level was using space heaters. Violation of § IMC 309 and IRC R303.10
- Electrical wiring in upper level not code compliant. Utilizing extension cord to feed light in closet. Violation of §15-2(35) NEC 400.12
- Excessive use of extension cords within the lower-level commercial space.
- Mold evident in several locations. Violation of §15-2(35) NEC 400.12
- Based on the appearance of the walls and ceilings, an unknown event had caused soot.
- A non-compliant tub was installed in the living room, the main issues are: the tub blocks a clear path to bathroom, the floor joists may not be sufficient to support the tub, and it is improperly plumbed. Violation of § UPC 308.0, 910.2, 1001.2
- Sewer in the basement appears have incorrect fall. Should be inspected and verified by licensed plumber.

Exterior:

- Masonry shows several cracks along the grout. Violation of §15-2(24)(d)
- Further investigation is required to determine the extent of the issue but from the interior of the building, it is evident the roof is leaking. We did not inspect on top of the roof. Violation of §15-2(24)(a)

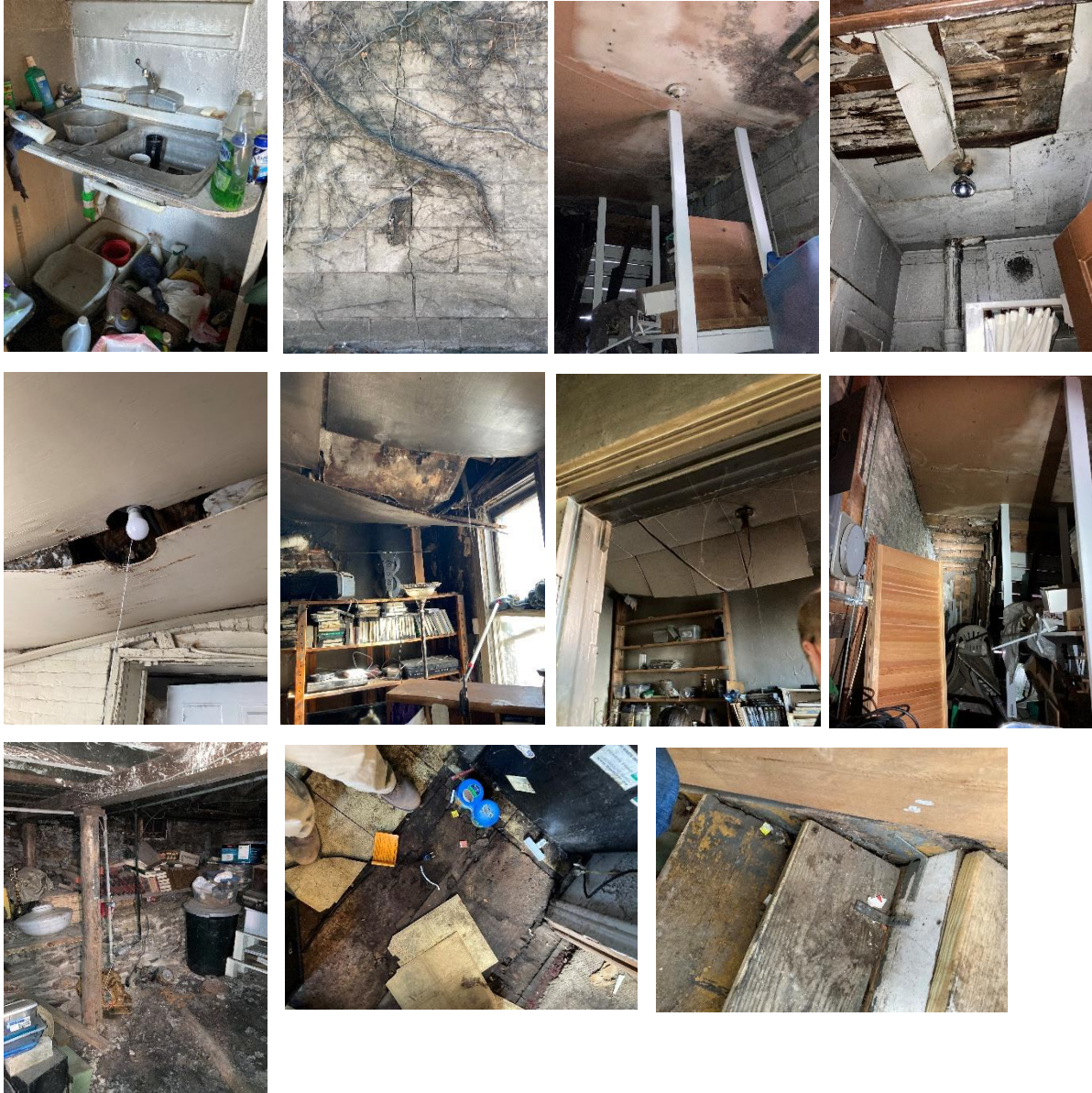
Minimal Abatement Requirements:

It is the Building Official's opinion that the following steps will be required to bring the building into compliance. This is not a complete list as further investigation will be required to assess the state of the structure.

- Remove all ceiling finishes to evaluate the roof structure. Repair structure as required.
- Reroof entire roof. Patching would not be adequate.
- Tuck point exterior.
- Repair floor and joists where deteriorated as determined by a professional.
- replace damaged floor sheathing at upper level.
- Remove all wall finishes and replace. This includes plaster and sheetrock.
- Properly install all plumbing fixtures throughout the entire building with a licensed plumber and complete inspections by City Staff prior to restarting the water.
- Make required updates to the building's electric provisions to eliminate need for extension cords.
- Provide and install a heating system for the entire building.
- Verify the sewer service's fall in basement.
- Remove and provide new code compliant stairs.

109 E 2nd Street Photos:





Recommendation:

The Department of Community Development recommends the following:

1. City Council declare the property a nuisance.
2. City Council order abatement of the nuisance. The nuisance must be either completely abated or a viable plan of action with a detailed schedule and funding information for completion of the abatement must be submitted to the Building Official by 4:00 PM on March 18, 2024. The Building Official will be granted authority to reinspect the property after 4:00 PM on March 18, 2024, to determine compliance if a viable plan of action was not submitted. If a viable plan is

submitted and approved the Building Official will also be granted the authority to periodically reinspect the property to ensure the plan is being met as submitted. Excessive reinspection's would result in a reinspection fee being assessed to the property.

3. If the owner of record fails to either submit a viable plan of action or abate the nuisance by March 18, 2024, the Building Official is hereby directed to do whatever may be necessary to remove, correct or abate such nuisance by demolition or removal, and to levy the cost of such abatement as a lien upon the above-described real estate, to be collected in the same manner as property taxes.

NOTICE OF NUISANCE/CONDEMNATION HEARING

TO: Kendalle Alquwaie

Deed Holder and party in possession of the real estate locally known as:


109 E 2nd Street, Cedar Falls, Iowa

and legally described as follows:

Lot No. The North Thirty-two (32) feet of the East Thirty (30) feet of Lot No. Eight (8) in Block No. Five (5) in the Village of Cedar Falls Iowa

You are hereby notified that the City Council of the City of Cedar Falls, Iowa, will hold a public hearing on the proposal to declare the property a nuisance and condemn the property located at the address indicated above for the reason that said property is a nuisance, appears to be dangerous, liable to fall, a fire hazard, unfit for human habitation, and is dangerous to life and health. Said hearing will be held at 7:00 P.M. on February 19, 2024, in the Council Chambers of the City Hall, 220 Clay Street, Cedar Falls, Iowa. At that hearing all interested parties shall be given an opportunity to show cause why such property should or should not be declared a nuisance and the nuisance abated or destroyed. Written statements in regard to the foregoing may be filed on or before the time of said hearing.

You should govern yourself accordingly.



Kim Kerr, CMC
City Clerk of Cedar Falls, Iowa

RETURN OF SERVICE – PERSONAL

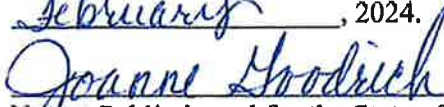
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

The undersigned, first being duly sworn, upon oath deposes and states that he/she served the Notice of Nuisance/Condemnation Hearing for the property located at 109 E 2nd Street, Cedar Falls, Iowa, to which this Return of Service is attached, on Kendalle Alquwaie, to said person at _____, in _____, Iowa on this 9 day of February, 2024.



Jamie L. Castle, Building Official

Subscribed in my presence and sworn to before me by the affiant this 9th day of February, 2024.



Notary Public in and for the State of Iowa





DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS & PARKS DIVISION
2200 TECHNOLOGY PARKWAY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

MEMORANDUM

TO: Mayor Danny Laudick and Cedar Falls City Council
FROM: Chase Schrage, Director, Public Works Department
DATE: February 14, 2024
SUBJECT: Local Option Sales Tax

Enclosed are the ordinance revisions related to the local option sales tax for the purpose of street reconstruction and rehabilitation to begin January 1, 2026. The current program/ordinance is set to expire on December 31, 2025. These revisions would be to continue with option tax program beginning January 1, 2026 until repealed. The program was on the ballot in November 2023 and voted on as a block of contiguous cities (passing with 73%).

The Department of Public Works recommends that the City Council approve the ordinance revisions for the continuation of the local options sales tax. Let me know if you have any questions.

Prepared by: Kim Kerr, 220 Clay Street, Cedar Falls, IA 50613

(319) 273-8600

ORDINANCE NO. 3047

AN ORDINANCE IMPOSING A LOCAL OPTION TAX WITHIN THE CITY OF CEDAR FALLS, IOWA, OF ONE PERCENT (1%) UPON LOCAL SALES AND SERVICES TO BE EFFECTIVE JANUARY 1, 2026, AND PROVIDING THAT THE REVENUE SHALL BE DERIVED AND ALLOCATED IN ACCORDANCE WITH CHAPTER 423B OF THE 2023 CODE OF IOWA, AS AMENDED.

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

SECTION 1. TAX IMPOSED

That a tax at the rate of one percent (1%) shall be imposed in accordance with Chapter 423B of the 2023 Code of Iowa, as amended, on the local sales and services in the City of Cedar Falls, Iowa, to be effective on January 1, 2026.

SECTION 2. DISTRIBUTION

The revenue generated by the imposition of the local sales and services tax shall be allocated by the City of Cedar Falls, Iowa, as follows:

One hundred percent (100%) of the revenue generated in the City of Cedar Falls, Iowa, during each fiscal year from said local sales and services tax is to be allocated for reconstruction/repair/replacement of existing streets, curbs, structures, storm sewers and sanitary sewers as they relate to streets within the corporate limits of the City of Cedar Falls, Iowa.

The funds received from the local sales and services tax shall be considered additional funds which are allocated only for reconstruction/repair/replacement of existing streets, curbs, structures, storm sewers and sanitary sewers as they relate to streets and not as replacement funds for the present funding levels as authorized by the City Council of Cedar Falls, Iowa, nor for widening of or creation of new streets.

The funds received from the local sales and services tax shall be placed in a separate account solely devoted to street repair and replacement and have all interest income generated by the temporary investment of tax proceeds credited to this special account.

INTRODUCED: _____ January 16, 2024 _____

PASSED 1ST CONSIDERATION: _____ January 16, 2024 _____

PASSED 2ND CONSIDERATION: _____ February 5, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel A. Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING THE R-P, PLANNED RESIDENTIAL DISTRICT MASTER PLAN AND THE DEVELOPMENTAL PROCEDURES AGREEMENT FOR 54.79 ACRES OF LAND LOCATED NORTH OF ALDRICH ELEMENTARY SCHOOL AND SOUTH OF W. GREENHILL ROAD

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 54.79 acres of property from R-1 Residence District and MU Mixed Use Residential District to R-P Planned Residence District; and

WHEREAS, the R-P Planned Residence District requires the submittal and approval of a master plan and developmental procedures agreement that outlines any specific conditions pertaining to the development, any timing and phasing of the project, and other details as necessary; and

WHEREAS, said R-P, Planned Residence District, allows for development flexibility according to a master plan to ensure that the area is developed in an orderly manner according to the principles of the Cedar Falls Comprehensive Plan; and

WHEREAS, said rezoning request was submitted alongside the master plan for the 54.79 acres of land located North of Aldrich Elementary School and South of W. Greenhill Road, and the principles and provisions of which were to be incorporated into the developmental procedures agreement between the City and the owners of the property; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and proposed elements of the master plan and found that said rezoning and master plan is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the R-P Planned Residence District and recommended approval thereof by the City Council of the City of Cedar Falls, Iowa; and

WHEREAS, the Planning and Zoning Commission has recommended approval of the rezoning subject to the submitted master plan and a developmental procedures agreement; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interests of the community to approve the master plan and the associated R-P Planned Residence District Developmental Procedures Agreement; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the R-P Planned Residence District Master Plan for Panther West Addition, attached hereto as Exhibit A, and the Developmental Procedures Agreement, attached hereto and incorporated herein as Exhibit B, are hereby approved for 54.79 acres of land located North of Aldrich Elementary School and South of W. Greenhill Road, as illustrated on Exhibit A.

INTRODUCED AND ADOPTED this ____ day of _____, 2024.

Daniel Laudick, Mayor

ATTEST:

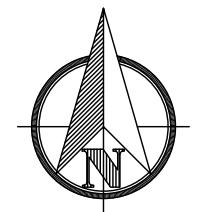
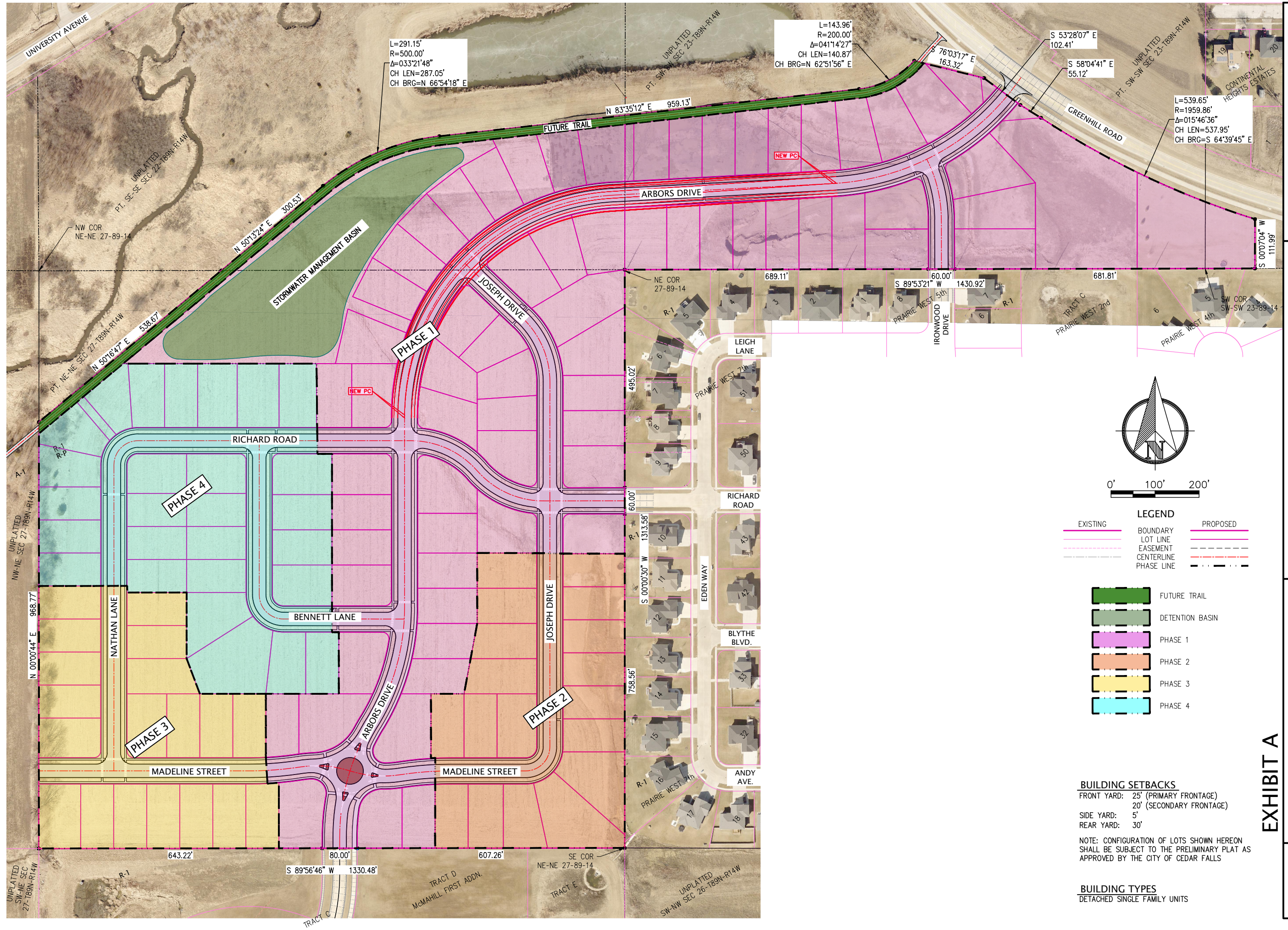
Kim Kerr, CMC, City Clerk



EXHIBIT A
DEVELOPMENT R-P MASTER PLAN

PANTHER WEST ADDITIONS

PANTHER FARMS, LLC
PN: PROJECT #



0' 100' 200'

LEGEND

	EXISTING		BOUNDARY		PROPOSED
	BOUNDARY		LOT LINE		EASEMENT
	EASEMENT		CENTERLINE		PHASE LINE

	FUTURE TRAIL
	DETENTION BASIN
	PHASE 1
	PHASE 2
	PHASE 3
	PHASE 4

BUILDING SETBACKS

FRONT YARD: 25' (PRIMARY FRONTAGE)
20' (SECONDARY FRONTAGE)

SIDE YARD: 5'

REAR YARD: 30'

NOTE: CONFIGURATION OF LOTS SHOWN HEREON SHALL BE SUBJECT TO THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF CEDAR FALLS

BUILDING TYPES
DETACHED SINGLE FAMILY UNITS

Exhibit B

**PLANNED RESIDENCE (RP) ZONING DISTRICT
DEVELOPMENTAL PROCEDURES AGREEMENT FOR PANTHER WEST**

This Development Procedures Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2024, by and between the **City of Cedar Falls, Iowa** (the “**City**”) and **Panther Farms, LLC** (“**Developer**”), for the purpose of outlining procedures and conditions to be followed for the development of certain real estate (the “**Property**”) located north of Aldrich Elementary School and south of W. Greenhill Road, containing approximately 54.79 acres, being owned by the **Developer**, which is legally described as follows:

NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART LYING WITHIN 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AND DOC. #2013-12296 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

RECITALS

WHEREAS, it is the desire of the **Developer** to rezone the Property from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District in Cedar Falls, Iowa; and

WHEREAS, the RP Planned Residence District allows mixed-use residential neighborhoods with flexibility in the types of dwellings, lots sizes, building heights, and setbacks through the submittal and approval of a master plan and developmental procedures agreement that outlines any specific conditions pertaining to the development, any timing and phasing of the project, and other details as necessary; and

WHEREAS, it is the desire of the **City** to ensure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provisions of the RP Planned Residence District; and

WHEREAS, the Planning and Zoning Commission has recommended approval of the rezoning for development in accordance with the submitted master plan;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the **City** and **Developer** agree as follows:

1. In General:
 - a) The **Property** will be developed according to the Master Plan, attached hereto, and incorporated herein as Exhibit A.
 - b) The development will consist of single-family dwellings.
2. Phasing:
 - a) The **Property** shall be developed in four phases as outlined in Exhibit A.
3. Setbacks:
 - b) All lots will be developed with a minimum front-yard setback of 25 feet except for corner lots, which shall have minimum front-yard setbacks of 25 feet along one street frontage and 20 feet along the other street frontage, as delineated on the subdivision plat.
 - c) All lots will maintain a minimum side-yard setback of 5 feet and rear-yard setback of 30 feet.
 - d) Setbacks around the perimeter of the RP District shall be delineated on the subdivision plat and shall comply with the setback standards for single-unit dwellings in the R4 Zoning District.
4. Provision for future public trail
 - a) The **Developer** shall establish a minimum 20-foot-wide outlot on the subdivision plat for the Property that extends along the entire edge of the Property abutting the Dry Run Creek stream corridor to be dedicated to the City for a future public trail, in the general location shown on Exhibit A. The specific location and alignment of said outlot shall be determined with the preliminary plat.
 - b) Said outlot shall be graded and seeded according to City requirements prior to conveyance to the **City** for a future public trail. The **City** shall be responsible for constructing the trail at such time as funding is available.
5. Driveway access
 - a) No direct driveway access shall be allowed on W. Greenhill Road.
 - b) Driveway curb cuts shall be spaced a minimum of 75 feet from any street intersection, as specified in the Iowa Statewide Urban Design and Specifications (“SUDAS”)
6. Subdivision Plats
 - a) Prior to development, the **Developer** shall provide a preliminary subdivision plat for the entirety of the Property and a final subdivision plat for each phase of the development consistent with the RP Master Plan (Exhibit A) and the provisions of this Agreement.
7. Successors and Assigns
 - a) The foregoing conditions shall be binding upon the Developer, its successors and assigns and shall apply to the above-described Property and shall run with the land.
8. Amendment/Approval
 - a) Any amendment to this **Agreement** shall be in writing, signed by both parties, and is subject to approval by the City Council of the City of Cedar Falls, Iowa.

THE CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

Panther Farms, LLC, Developer

By: 
Brent Dahlstrom, Member

Prepared by: Jaydevsinh Atodaria (JD), Planner I, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 3048

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 54.79 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE MU, MIXED USE RESIDENTIAL DISTRICT AND R-1 RESIDENCE DISTRICT AND ADDING IT TO THE RP, PLANNED RESIDENCE DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 54.79 acres of property from MU, Mixed Use Residential District and R-1 Residence District to RP, Planned Residence District, more specifically described below; and

WHEREAS, it is the desire of the City to ensure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provision of the RP Planned Residence District; and

WHEREAS, said RP, Planned Residence District requires the submittal and adoption of a master plan and developmental procedures agreement that outlines any specific conditions pertaining to the development, timing, and phasing of the project, and other development details as necessary; and

WHEREAS, a RP master plan has been submitted with the rezoning application (case #RZ23-003), the principles and provisions of which will be incorporated into a developmental procedures agreement between the City and owners of the property, which will be considered for adoption in a separate action by resolution concurrent with this rezoning; and

WHEREAS, said developmental procedures agreement outlines the provision for a minimum 20-foot-wide outlot for a future public trail, building setbacks for future lots, restricts direct driveway access off W. Greenhill Road, restricts development to detached single-family dwellings; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and proposed elements of the RP Master Plan and finds that said rezoning and master plan is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the RP, Planned Residence District and therefore recommends approval; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning; and

WHEREAS, Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa is incorporated into and made a part of said Ordinance by reference; and

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; and

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

Section 1. That the following described real estate, be and the same is hereby removed from the MU, Mixed Use Residential District and R-1 Residence District added to the RP, Planned Residence District:

Legal Description:

NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART LYING WITHIN 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AND DOC. #2013-12296 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

Containing 54.79 Acres

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

INTRODUCED: _____ February 5, 2024 _____

PASSED 1ST CONSIDERATION: _____ February 5, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Daniel Laudick, Mayor

Kim Kerr, CMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable Mayor Danny Laudick and City Council
FROM: Brian Heath, Oper./Maint. Division Manager *BH*
DATE: January 22, 2024
SUBJECT: Cemetery Ordinance and Columbarium Addition

Please find attached for consideration proposed changes to Chapter 17, Division 3. CEMETERY SECTION of the City Ordinance. The proposed modifications include new language and rules for columbarium options along with several language changes that reflect current law and operating procedures for the City's three municipal cemeteries. Additional modifications include relocating several Sections of Division 3 to the Cemetery Regulations document, which is being done to allow better control and communications between the cemetery supervisor, monument contractors and funeral service providers.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director

Att.

- CODE OF ORDINANCES
Chapter 17 - PARKS AND RECREATION
ARTICLE II. - ARBORIST AND CEMETERY SECTIONS
DIVISION 3, CEMETERY SECTION

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A REVISED CEMETERY SECTION OF THE CODE OF ORDINANCES BY REPEALING DIVISION 3, CEMETERY SECTION, OF ARTICLE II, ARBORIST AND CEMETERY SECTIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, CEMETERY SECTION, CONSISTING OF SECTIONS 17-75 THROUGH 17-98, INCLUSIVE.

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

Division 3, Cemetery Section, of Article II, Arborist and Cemetery Sections, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 3, Cemetery Section, consisting of Sections 17-75 through 17-98 is enacted in lieu thereof, as follows:

DIVISION 3. CEMETERY SECTION

Sec. 17-75. Cemetery supervisor appointment; supervision.

The cemetery section of the department of public works, operations and maintenance division, shall be under the control of the cemetery supervisor, who shall be appointed by the director of public works upon recommendation of the operations and maintenance division manager and be directly responsible to, and subject to the direction of, the operations and maintenance division manager.

(Code 2017, § 20-106; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2942, § 2, 6-3-2019)

Commented [KR1]: Minor wording changes for clarification.

Sec. 17-76. Duties of cemetery supervisor.

The supervisor of cemeteries shall:

- (1) Develop and update regulations consistent with this division concerning all municipal cemeteries located in the city. Such regulations are subject to approval by the council and shall be made available to the public.
- (2) See that the cemetery ordinances and regulations are enforced.
- (3) Perform such other duties as are required by ordinances and regulations and as the council and operations and maintenance division manager may direct.
- (4) Do all proper acts necessary to maintain the cemetery grounds in a neat, clean and attractive condition at all times.

(Code 2017, § 20-107; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2941, § 5, 6-3-2019)

Commented [KR2]: Significantly reworked to reflect current practice.

Sec. 17-77. Authority of cemetery supervisor to control location of markers and monuments.

The supervisor of cemeteries shall control and direct the location of all markers, columbarium and monuments within municipal cemeteries located in the city.

(Code 2017, § 20-108; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR3]: Significantly reworked to authorize cemetery supervisor to regulate installations.

Sec. 17-78. Cemeteries renamed.

The cemetery formerly known as Old Cemetery is hereby named Greenwood Cemetery and the cemetery formerly known as Twelfth Street Cemetery is hereby named Fairview Cemetery.

(Code 2017, § 20-109; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR4]: No change.

Sec. 17-79. Applicability of cemetery ordinances and regulations.

The provisions of this division and the amendments thereto and all other ordinances and regulations of the city relating to Greenwood Cemetery shall, except as otherwise provided, apply to any and all other cemeteries which are owned, operated or controlled by the city.

(Code 2017, § 20-110; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR5]: Minor wording change for clarification.

Sec. 17-80. Disposition of monies received by cemetery supervisor.

All monies received by the cemetery supervisor under the ordinances and regulations of this division shall be paid over to the city clerk within 30 days after the receipt thereof. The clerk shall then deposit such monies with the treasurer.

(Code 2017, § 20-111; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR6]: Same.

Sec. 17-81. Burial in cemetery required.

The remains of all persons, when such remains are buried in the city, except those that are cremated, shall be buried in either Greenwood Cemetery, Hillside Cemetery, Fairview Cemetery or other cemeteries established by the city.

(Code 2017, § 20-112; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR7]: Same.

Sec. 17-82. Hours of cemeteries.

The cemeteries subject to this division shall be open to the public each day from sunrise to sunset, and no person shall enter such cemeteries at any other time without the consent of the cemetery supervisor or public safety services department.

(Code 2017, § 20-113; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR8]: Same.

Sec. 17-83. Operation of perpetual care cemeteries.

Commented [KR9]: Same.

- (a) *Trusteeship.* Pursuant to Iowa Code § 523I.502, the city hereby states its willingness and intention to act as the trustee for the perpetual maintenance of interment spaces in Greenwood Cemetery, Hillside Cemetery, Fairview Cemetery, and any other cemeteries hereafter established by the city.
- (b) *Establishment of trust fund.* A perpetual trust is hereby established for Greenwood Cemetery, Hillside Cemetery and Fairview Cemetery in accordance with the Iowa Cemetery Act. A restricted fund is created, to be known and designated as the "perpetual care cemetery fund," which shall be funded by the deposit of an amount equal to or greater than 20 percent of the gross selling price, or \$50.00, whichever is more, for each sale of interment space within each cemetery. The fund shall be administered in accordance with the purposes and provisions of the Iowa Cemetery Act (Iowa Code ch. 523I). The perpetual care cemetery fund shall be maintained separate from all operating funds of the city and the principal of the fund shall not be reduced voluntarily except as specifically permitted by the Iowa Cemetery Act and applicable administrative regulations.
- (c) *Sale of interment rights.* The sale or transfer by the city of interment rights for lots and cremains niches in each cemetery subject to the provisions of this division shall be sold at such price as the council may, from time to time, provide by resolution, subject, however, to the provisions of subsection (b) of this section, and shall be evidenced by a certificate of interment rights and agreement evidencing the conveyance of exclusive rights of interment upon payment in full of the purchase price. The agreement for interment rights shall disclose all information required by the Iowa Cemetery Act, including the amount or percentage of money to be placed in the perpetual care cemetery fund, and the balance thereof to be placed in the city's general fund.
- (d) *Perpetual care registry.* The city shall maintain a registry of individuals who have purchased interment rights in the cemetery subject to the care fund requirements of the Iowa Cemetery Act, including the amounts deposited in the perpetual care cemetery fund of the city.

(Code 2017, § 20-114; Ord. No. 2876, § 1, 8-15-2016)

Sec. 17-84. Interment Rights.

Commented [KR10]: Former 17-84 was eliminated because it was repetitive of other sections and also referred to assessment of cemetery lots which the City does not do. New 17-84 is completely new because the ordinance did not delineate exactly what interment rights are, which has led to problems over the years.

- (a) *Interment.* A person acquires interment rights upon city approval of an interment agreement, payment of the required fee, and issuance of a certificate of interment rights. Such person shall be considered owner of an interment space with rights to be interred in or to direct interment in the interment space, subject to the ordinances and cemetery regulations of the city. Only those persons whose names appear in the cemetery records of the city shall be recognized as owner.
- (b) *No subdivision.* Interment spaces shall not be subdivided except by consent of the cemetery supervisor.
- (c) *Taxes, assessments.* Interment spaces are exempt from taxation and may not be pledged or otherwise encumbered by the owner.
- (d) *Surviving spouse; heirs.* Rights of interment are presumed to include the surviving spouse of the owner, which rights may not be divested without the written consent of said surviving spouse. For purposes of this subsection a surviving spouse does not include a person divorced from the owner or whose marriage has been annulled as of the date of death of the owner. If there is no surviving spouse at the time of the owner's death, or upon the death of the surviving spouse, indivisible rights of interment shall then pass to heirs at law of the deceased owner in the order of their need, subject to the vested right of interment in the interment space of the deceased owner and surviving spouse. Any heir may waive rights to interment in favor of another heir or heirs by filing a written instrument to that effect with the city clerk.

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(Supp. No. 13)

- (e) *Joint interment rights.* Where a right of interment is conveyed to two or more persons who are not married, such owners shall be considered as joint tenants with each joint tenant having a vested right of interment. Upon the death of a joint tenant the right of interment vests in all surviving joint tenants, subject to the vested right of interment in the interment space of the deceased joint tenant.
- (f) *Transfer of rights of interment.* Transfer of rights of interment may be made by written instrument filed with the city clerk, and surrender of the owner's certificate of interment rights, subject to approval of the cemetery supervisor. No transfer shall be allowed if there is indebtedness owed to the city from the owner of record of the interment space. An additional interment fee as provided in section 17-83 shall be paid with any transfer, and upon payment of the requisite fee a new certificate of interment rights shall be issued to the new owner. Such transfer of interment rights shall be noted in the perpetual care registry.
- (g) *Termination of interment rights.*
- (1) Interment rights may be surrendered by the owner upon written instrument filed with the city clerk. A refund of the purchase price, without interest, shall be paid to the surrendering owner.
 - (2) Interment rights of an owner shall be deemed terminated upon transfer of such interment rights.
 - (3) Interment rights shall be terminated and shall automatically revert to and vest with the city if an interment space is unoccupied and has not been occupied in the preceding 75 years. Notice of termination shall be provided to the owner of record or the owner's heirs as provided by law.
 - (4) Interment rights to an interment space may be terminated and revert to and vest with the city upon disinterment, unless contrary written notice is provided to the city clerk by an owner, surviving spouse, or heirs within 90 days of such disinterment.

Sec. 17-85. Interments.

- (a) *Application.*
- (1) An application for interment must be made to the cemetery supervisor in the form specified in the cemetery regulations.
 - (2) An application for interment shall in all cases be accompanied by the fee, to be fixed as provided in section 17-83.
 - (3) No interment shall be allowed without an approved application and payment of the requisite fee.
 - (4) Interment is allowed only in designated interment spaces within municipal cemeteries.
- (b) *Prerequisites to issuance of permit.* The city clerk shall not issue a permit for interment unless sufficient information has been provided to the cemetery supervisor to ensure correct location of interment as well as the method of interment and also to ensure that city standards are met with respect to the burial receptacle or urn.
- (c) *Unauthorized interment prohibited.* The owner of an interment space shall not permit interments to be made therein for remuneration and shall not permit interments to be made except as provided in this division.
- (d) *Interment in interment space of another.* The cemetery supervisor is strictly forbidden to permit the interment of any person in the interment space of someone other than the owner or surviving spouse without the express written permission of the owner or the owner's surviving spouse, or their heirs.
- (e) *Incorrect information.* The city shall not be responsible for any error occurring from the lack of precise and correct instructions on an interment permit application and shall not be responsible for the identity of any deceased person sought to be interred.

(Code 2017, § 20-116; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2876, § 2, 8-15-2016)

Commented [KR11]: Substantial changes made to conform to other changes and to reflect current law. Also, much of this section was moved to the regulations.

Sec. 17-86. Care of cemetery lots.

No person, other than the owner or the owner's spouse, heirs, or a near relative or intimate friend, working without compensation, shall be permitted to care for any cemetery lot or niche, and such care shall be subject to cemetery regulations.

(Code 2017, § 20-117; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2942, § 2, 6-3-2019)

Commented [KR12]: Substantial changes were made to again eliminate references to assessments which the City does not do.

Sec. 17-87. Removal of remains from cemeteries.

A notice of disinterment shall be filed with the cemetery supervisor prior to disinterment and is subject to the same fees as for interment, except to correct an error by the city. Such notice shall contain information as required by the cemetery supervisor. Disinterment is otherwise subject to state law. The clerk shall maintain a permanent record of disinterments.

(Code 2017, § 20-118; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR13]: Substantially modified to reflect current state law.

Sec. 17-88. Cemetery work; license required.

- (a) *Cemetery work defined.* For purposes of this division, cemetery work means construction, placement, maintenance or repair of a foundation, monument, marker or other structure, or performing engraving, or adding adornments, in a cemetery subject to this division.
- (b) *No cemetery work without a license.* No person shall perform cemetery work without first obtaining a license from the cemetery supervisor and paying the required fee as established by the city council from time to time.
- (c) *Cemetery license application.* The application for a cemetery license shall be in a form prescribed by the cemetery supervisor and shall include information reasonably calculated to determine the appropriateness of granting a license, including but not limited to satisfactory evidence of ability to properly perform cemetery work. The cemetery supervisor shall determine whether a cemetery license shall be issued.

Commented [KR14]: New 17-88 is completely new to reflect the new license system.

Sec. 17-89. Cemetery work bond; insurance.

- (a) *Bond.* Each applicant for a cemetery license shall file with the city clerk a bond with a surety approved by the cemetery supervisor in the penal sum of \$10,000.00, conditioned that applicant will comply with and observe the terms and conditions of all cemetery ordinances and regulations, and will pay all costs, fines and penalties incurred on account of failure to observe such ordinances and regulations. Further, such bond shall be conditioned on the performance of cemetery work in a good and workmanlike manner.
- (b) *Insurance.* All cemetery licensees shall provide proof of and maintain commercial general liability insurance having a minimum combined single limit of \$1,000,000.00.

Commented [KR15]: New 17-89 is completely new to reflect the new license system.

Sec. 17-90. Revocation of cemetery license.

Commented [KR16]: New 17-90 is completely new to implement the new license system.

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- (a) A cemetery license granted under this division shall be revoked if the cemetery licensee does or allows to be done any of the following:
- (1) Fails to comply with all cemetery ordinances and regulations.
 - (2) Fails to furnish proof of or maintain the bond or insurance required by this division.
 - (3) Fails to provide timely advance notice to the cemetery supervisor or designee of cemetery work as required by this division.
 - (4) Refuses to allow or resists an inspection of cemetery work by any authorized agent of the city.
 - (5) Furnishes false information on the license application or other documents required under this division.
 - (6) Fails to correct defective work or materials after notice by the cemetery supervisor.
 - (7) Fails to pay fees or costs of repair or removal of a defective foundation, monument or marker installed or repaired by the licensee and corrected by the city.
 - (8) Fails to pay for damage done to interment spaces, plots, walks, drives, grounds, trees, shrubs or other cemetery property by a licensee or agent after notice and demand therefore.
- (b) Upon the occurrence of any of the events described in subsection (a) of this section, the city clerk shall provide to the cemetery licensee written notice of revocation of the cemetery license, and the cemetery licensee shall thereupon immediately cease to perform cemetery work.
- (c) The cemetery licensee may appeal revocation of the cemetery license by written notice of appeal mailed or delivered to the city clerk within ten days of the date of notice of revocation. During the pendency of the appeal, the cemetery licensee shall not be allowed to perform cemetery work.
- (d) Upon receipt of the appeal, the city clerk shall notify the chair of the administration committee of the city council of the appeal, and a hearing before the administration committee shall be scheduled within 20 days of the date of the notice of appeal. The cemetery licensee shall be notified in writing of the time and place of hearing on the appeal and shall be afforded an opportunity to present information to the administration committee in support of the appeal. The administration committee shall also consider any information provided by the cemetery supervisor. The administration committee shall issue a written decision within ten days of the date of the hearing, either affirming or reversing the revocation of the cemetery license with or without condition. The decision of the administration committee shall be final.

Sec. 17-91. Notice of cemetery work; inspection; defective work.

Commented [KR17]: Reworked to better define cemetery licensee obligations.

- (a) *Notice of cemetery work.* Before any cemetery work is commenced, a cemetery licensee shall provide the cemetery supervisor at least ten days advance notice.
- (b) *Plans and specifications.* The cemetery supervisor may require written plans and specifications of such cemetery work prior to commencement.
- (c) *Inspection; correcting defective work.* The cemetery supervisor has the right to inspect cemetery work and if the determination is made that cemetery ordinances or regulations are or were not being followed or if the workmanship results in instability or other defect, or if approved plans and specifications were not followed, the cemetery supervisor may order the work to stop until the defect is corrected, which may include removal and reinstallation by the licensee. The actual monument, marker or other adornment intended for installation is also subject to inspection and approval prior to installation.

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- (d) *Defect found within one year.* If a marker or monument sinks, tilts or becomes misaligned, or if cemetery work or material is otherwise found to be defective within one year from completion of cemetery work, such defective work or material shall be corrected by the licensee at licensee's cost upon written notice by the cemetery supervisor. Such notice shall specify the nature of the defective work or material.

Sec. 17-92. Cemetery markers and monuments—Repair or removal of unsightly markers and monuments.

- (a) *Notice to owner.* Following one year after installation, should any monument, marker or other adornment in a cemetery begin leaning, become dilapidated, unsightly or objectionable to the cemetery supervisor, the city clerk shall notify the owner by mail, if the owner's address is known, to make such repairs as may be necessary, or to replace the monument, marker or other adornment, within 30 days from the date of mailing of such notice. At the expiration of such time, if the notice has not been complied with, or if the owner is not known or cannot reasonably be located or ascertained, it shall be the duty of the cemetery supervisor to enter upon and cause such repairs to be made, or such objectionable thing to be removed. The supervisor shall report the cost to the clerk, and the cost of such repair or removal shall be assessed against such owner, if known, or surviving spouse or heirs.
- (b) *Repair by city at owner's request.* At the request of an owner of an interment space, the cemetery supervisor may make needed repairs to any marker or monument and render a bill to the owner for the cost of the repairs. If such bill is not paid within a reasonable time after billing, the city may pursue collection by any lawful means.
- (c) *Vandalism.* The City is not responsible for damage to or defacement of markers, monuments or other adornments, or interment spaces, caused by acts of vandalism. In such case the cemetery supervisor shall notify the owner as provided in this section within sixty days of discovery of such vandalism, and the owner shall be responsible for repair or replacement as also provided in this section.

(Code 2017, § 20-124; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR18]: Former Sections 17-88, 17-89, 17-90, 17-91, & 17-92 were moved to the regulations. Only clarifying changes were made to new Section 17-92. Also, the Iowa Code now requires that the City specify responsibility for repairing vandalism.

Sec. 17-93. Columbarium.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.
- (1) *Columbarium.* An aboveground structure owned by the city and located in city cemeteries that contains cremains niches.
 - (2) *Niche or cremains niche.* A compartment within a columbarium for the storage of funerary urns that are available to the public for interment as provided in this division.
 - (3) *Funerary Urn.* A container holding the cremated remains of a deceased person.
- (b) *Funerary urn or urn.* A funerary urn shall be of a material and of a size suitable for placement in a niche within a columbarium. Unsuitable funerary urns may be rejected by the cemetery supervisor at the cemetery supervisor's discretion.
- (c) *Niche plate.* Cremains niches shall be enclosed with a niche plate provided by the City and shall be sealed in a manner directed by the cemetery supervisor. No attachments to a niche plate shall be allowed other than standard identifying bronze plaques provided and affixed by the City. However, military medallions may be attached to a niche plate as approved by the cemetery supervisor and affixed by the city.

Commented [KR19]: This is a new section to provide for columbarium which will be constructed by the City.

- (d) *Disinurnment.* Removal of cremains from a niche shall be allowed only as provided in section 17-87.
- (e) *Fees.* The fees for interment in a columbarium shall be as provided for in section 17-83. The fees for City-provided niche plates and plaques shall be established by council by resolution from time to time.
- (f) *Inurnment outside a columbarium.* Nothing in this section shall be construed to prevent the burial of a funerary urn in a gravesite or placement of an urn in a monument niche as approved by the cemetery supervisor.

Sec. 17-94. Improvements to cemetery lots.

No improvements to municipal cemetery lots or grounds shall be made except under the direction of the supervisor of cemeteries.

(Code 2017, § 20-126; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR20]: Minor changes made for clarification.

Sec. 17-95. Destruction of cemetery property.

No person shall willfully and without authority destroy, mutilate, deface, injure or remove any of the gravestones or other structures in a cemetery within the limits of the city, or injure or destroy any fence, railing, tree, shrubbery, flower or lawn in such cemetery, or anything belonging to the city, or use such cemetery for any disrespectful or improper purpose whatever. Violation of this section shall be a municipal infraction punishable as provided in section 1-9.

(Code 2017, § 20-129; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR21]: Previous sections 17-96 & 17-97 moved to regulations. New Section 17-95 only revised to identify a municipal infraction.

Sec. 17-96. Traffic regulations.

No person in a cemetery shall:

- (1) Operate a vehicle at a rate of speed exceeding ten miles per hour.
- (2) Operate any vehicle on any area except the established cemetery roads or parking areas or such other areas as may be specifically designated by the director of public works or designee.
- (3) Operate a snowmobile, all-terrain vehicle or similar equipment, unless operated by an employee or agent of a public or private agency for the purposes of providing emergency services, rescue or maintenance, and as may be specifically designated by the director of public works or designee.
- (4) Operate a vehicle at night without headlights or other similar lighting equipment.
- (5) Operate any vehicle in disregard of any traffic sign indicating direction, caution or stopping, or any other sign posted for proper control and to safeguard life and property.
- (6) Park a vehicle in other than established designated parking areas, or as directed by the cemetery supervisor or his designee.
- (7) Leave a vehicle standing or parked during the hours when the cemetery is closed.
- (8) Park a vehicle, or use a cemetery, for the purpose of repair or washing or maintenance of a vehicle.

(Code 2017, § 20-129A; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2941, § 5, 6-3-2019)

Commented [KR22]: No changes. Just renumbered.

Sec. 17-97. Removal of refuse and litter from cemetery lots.

Commented [KR23]: No changes. Just renumbered.

No refuse or litter shall be left on any cemetery lot subject to the provisions of this division, or placed on the lot of another, or in the streets, nor shall any decayed flowers, shells, or any other unsightly thing be left on any lot for a period longer than three days; otherwise it shall be the duty of the cemetery supervisor to remove such unsightly thing without notice.

(Code 2017, § 20-130; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-98. Private mausoleums and crypts.

Commented [KR24]: Minor changes for clarification.

Private mausoleums and crypts are hereby prohibited in the city.

(Code 2017, § 20-132; Ord. No. 2823, § 1, 6-23-2014)

Secs. 17-99—17-132. Reserved.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

Cedar Falls Cemetery Regulations

General Provisions

- City cemeteries are open to the public from sunrise to sunset every day.
- Pets must be kept on a leash and remain on roadways in City cemeteries.
- All flowers used for permanently decorating a lot or interment space must be in a vase or container attached to the monument, marker or foundation. All temporary flowers not in an attached vase or container shall be removed within three days after Memorial Day, July 4th & Labor Day each year.
- No glass shall be allowed on any interment space or site. No artificial flowers or wire structures shall be placed directly into the ground at an interment space. Shepherd hooks are allowed only if they are installed into the foundation of a monument and maintained in an appropriate manner.
- Christmas wreaths are allowed to be placed at a grave space. Wreaths may be placed no sooner than November 15th and must be removed by April 1st or will be disposed of without notice.
- No refuse or litter shall be left in any City cemetery, including interment spaces and sites. Any decayed flowers, shells, toys, or any other items left on any interment space or site for a period longer than three days shall be removed and disposed of without notice.
- No tree, vine, shrub or other living thing shall be planted on any cemetery lot, except under the supervision and with the permission of the Cemetery Supervisor or the Operations and Maintenance Division Manager. If planted without such permission, the tree, vine, shrub or other living thing may be removed and disposed of by the Cemetery Supervisor without notice.
- No person shall cut down or remove any trees or shrubs naturally growing in a cemetery without the consent of the Cemetery Supervisor or the Operations and Maintenance Division Manager.
- Cremains may not be scattered or otherwise disposed of in any City cemetery in any manner other than as provided in these Regulations and City ordinances.
- No person shall erect or permit a fence of any kind to remain about any City cemetery lot.
- No person shall place any coping around any City cemetery lot. Coping placed prior to March 25, 1927, shall not be repaired and shall, upon order of the Cemetery Supervisor, be removed when it becomes unsightly or in need of repair.

- No nonhuman remains of any kind shall be allowed to be interred in City cemeteries except in specifically designated areas.
- Any veteran who owns land within the City or who resides within the City may purchase an interment space or spaces for interment of the veteran and the veteran's spouse, if any interment spaces are available.

Interment Rights

- The forms for application for interment rights, transfer of interment rights, and termination of interment rights are attached. All such applications must be accompanied by the fee. See City fee schedule.
- The Cemetery Supervisor or designee shall register all approved applications and forward interment information to the City Clerk to file and preserve in the City records.
- See City ordinances for additional information about interment rights.

Interments

- The form for application for interment is attached.
- An application for interment shall be accompanied by the fee. See City fee schedule.
- For inurement of cremains, an interment application must be made in writing, stating the name, age, and nativity of the deceased, and the number of the cemetery lot if placed in a lot, or identifying information of the columbarium and niche if placed there.
- For traditional coffin burials, an interment application must be made in writing, stating the name, age and nativity of the deceased, the number of the cemetery lot, the place upon the lot where the grave is to be dug and the size of the coffin case.

Vaults

- All interments requiring a grave opening over 42 inches in length shall be in a vault consisting of either:
 - (1) Concrete, stone or metal of good quality; or
 - (2) High density molded twin sheeting polyethylene which has been permanently sealed by heat bonding and which has a minimum freestanding load capacity of 5,000 pounds.

Digging of Graves; Duties of Cemetery Officials

- The Cemetery Supervisor or designee shall dig, open, and close all graves, and shall immediately remove all surplus dirt and other litter from such lot, provided that no grave shall be dug unless the application for interment space has been approved.

- A suitable canvas shall be supplied to the Cemetery Supervisor, who shall spread the canvas over the excavated dirt, screening the grounds from the unsightly appearance of such excavation, and, when requested to do so, the Supervisor shall line the grave and do such other work in and about the premises as the owner may require, for which the Cemetery Supervisor shall make a charge for the actual cost of materials and of the reasonable labor employed in the performance of such work.

Cemetery Markers and Monuments

- For purposes of these Regulations, the term "monument" shall include any stone, marker or other structure on a cemetery lot extending above the natural surface of the ground but shall not include a columbarium owned by the City.
- No monuments or other structures may be placed or installed in any City cemetery except as provided in these Regulations or City ordinances.
- Only one monument shall be allowed per cemetery lot. Such monument may include up to two sealed urn niches as approved by the Cemetery Supervisor.
- No more than three flush markers pertaining to cremation burial shall be allowed per single grave space.
- All monuments shall be placed only at the end of the cemetery lot that is nearest to an adjoining street or alley located within the cemetery. If the monument is placed near an alley located in the cemetery, it shall face said alley; if placed near the street located in the cemetery, it shall face said street with the front edge of the foundation of the monument parallel to the lot lines. All monument foundations must have a minimum of a five-inch border with appropriate frost footings as directed by the Cemetery Supervisor. Both sides of a monument may be fully inscribed.
- All flush markers shall be placed at the end of the lot nearest the adjoining street or alley. If the monument is placed nearest the alley, it shall face the alley; if nearest the street, it shall face the street, with the front edge of the marker parallel to the lot lines. All flush markers shall be set on a five-inch base of 1" compacted crushed stone and shall be set with the natural slope. No concrete or aggregates shall be allowed as a border to a flush marker; only turf grass shall be allowed. Flush markers placed in a grave space where a monument already exists do not require a separate monument and none shall be allowed.

Erection and Placement of Monuments and Flush Markers

- No cemetery work is allowed in City cemeteries except by a cemetery licensee holding a current approved license.
- No cemetery work is allowed without prior notice of at least 7 days to the Cemetery Supervisor. Such notice must be provided in writing and sent to the address listed below.

- Notice of installation of monuments and markers shall include the color, type and size of the memorial or marker, the material, the inscription, and the full name and date of interment.
- The Cemetery Supervisor or designee shall mark the place on the interment space where a memorial or flush marker is to be installed.
- The setting of all monuments and flush markers and all concrete and all other cemetery work shall be under the supervision and subject to the inspection of the Cemetery Supervisor or designee.
- Plans and specifications of cemetery work may be required to be provided in advance and are subject to approval of the Cemetery Supervisor or designee. The actual marker or memorial to be installed is subject to inspection and approval of the Cemetery Supervisor.
- The Cemetery Supervisor may order cemetery work to stop if City ordinances or these Regulations are not being followed, or if cemetery work or materials are defective in the judgment of the Cemetery Supervisor. Correction may include removal and reinstallation.
- Cemetery work may be performed by licensees between the hours of 8:00 am and 2:30 pm, Monday through Friday. No cemetery work may be performed during memorial services in the same cemetery.
- Prior to placement of concrete for any monument base, a form and footing inspection shall be performed by the Cemetery Supervisor or designee. In addition, monuments and markers are subject to inspection by the Cemetery Supervisor or designee prior to placement. Inspections must be scheduled with the Cemetery Supervisor and conducted between the hours of 8:00 a.m. and 2:30 p.m. Monday through Friday.
- Where the use of flush markers is required or allowed, a flush marker measuring 12 inches by 24 inches or 12 inches by 36 inches shall be used for all adult grave spaces. A companion marker 12 inches by 36 inches in size may be used to mark two adult grave spaces, and a marker ten inches by 16 inches in size may be used to mark an infant's grave space. No other sizes of markers shall be permitted. A maximum of three flush markers is allowed for multiple interments in the same lot.
- Monument foundation placement is to be as flush to the grade as possible and to be at least 5" wider than the proposed monument dimensions on all sides.
- Markers must be in proper alignment with surrounding markers.
- A flush marker placed in conjunction with upright marker must be placed 3' from the upright marker. If a 2nd flush marker in a single lot is used it must be placed 4' from the first flush marker.
- All flush markers must be installed on a 5" bed of compacted gravel.

- Concrete foundations must be level and finished to grade surface on all sides. (No exposed concrete slag)
- No concrete forms will be allowed to be placed over top of an existing foundation. All concrete forms must be removed from the foundation once concrete is set.
- During excavation all sod and dirt shall be carefully removed with no sod or dirt left on the interment space except the amount needed to fill the space between the monument or marker and the adjacent lawn.
- Upon removal of form boards, sod shall be replaced, or black dirt substituted to backfill around foundation. Dirt must be properly leveled to existing grade.
- All equipment and debris must be immediately removed upon completion of installation, and any adjacent or nearby monuments and markers soiled by the installation must be cleaned by the licensee.
- The cemetery supervisor shall be notified when installation is complete.

Flush Marker Material

- Either granite, marble or United States standard bronze shall be used, and markers of concrete terrazzo, composition materials, white bronze, sandstone, bedford or other soft stones are specifically prohibited.

Erection of Monuments or Flush Markers in Specific Cemeteries.

- No monument or marker shall be erected in Sunnydale Addition to Greenwood Cemetery, nor in block A of Oaklawn Addition to Greenwood Cemetery, which exceeds 48 inches in length or is more than 30 inches in height.
- In Memorial Park Addition to Fairview Cemetery, and in blocks B and C of Oaklawn Addition to Greenwood Cemetery, no monuments shall be erected, and only flush markers shall be permitted.

Columbarium

- Private columbarium are not allowed in municipal cemeteries although up to 4 niches may be integrated into a monument as approved by the Cemetery Supervisor.
- Except for a military medallion, a columbarium shall have no attachments to the niche plates other than a standard name and date plaque. The bronze niche plaque must be provided by the manufacturer of the columbarium through the City.
- The container for cremated remains to be interned shall be of material approved by the City and shall be of a size suitable for the niche (no cardboard boxes) The Cemetery

Supervisor or designee shall have full authority to refuse to accept for inurnment any receptacle deemed unsuitable.

Liability for Damages

- Persons performing cemetery work in City cemeteries are responsible for any damage caused to cemetery grounds, including damage to monuments, columbarium, markers, or other adornments. Such persons shall immediately notify the cemetery supervisor of any such damage. Any repair of such damage is subject to approval of the Cemetery Supervisor.

Contact the Operations & Maintenance Division at (319) 273-8629 for more information.

Cemetery Supervisor contact
Kevin.Cross@cedarfalls.com
2200 Technology Parkway
Cedar Falls, IA 50613



APPLICATION FOR INTERMENT

Item 7.

Return to: Cemetery Supervisor Kevin Cross
 2200 Technology Parkway Cedar Falls, IA 50613
 319-273-8629 kevin.cross@cedarfalls.com

Burial Permit #: _____

Service Details:

Day of Week: _____ Date: _____ Time Graveside: _____

Funeral Home: _____ Director: _____

Phone #: _____

Contact Name: _____

Address: _____
Street City, State Zip

Phone #: _____ E-Mail: _____

Date/Time Notified: _____ Tent: _____ Yes _____ No

Deceased Name: _____ Obituary: _____ Yes _____ No

Interment Location: _____ Cemetery

Space(s) _____ Lot _____ Block _____ Section _____

Columbarium _____ Side _____ Row _____ Niche No. _____

Space Owner: _____

Phone: _____ E-Mail: _____

Burial Vault Type: _____ Size: _____

Urn Type: _____ Urn Only: _____

Urn Adornments: _____

Funeral Route: _____

Additional Services: _____

Additional Information: _____

Cemetery Office Use Only:

Fees	Interment	\$	_____
Other	_____	\$	_____
Other	_____	\$	_____
Other	_____	\$	_____
TOTAL		\$	_____

Approved By: _____
 Representative of Cedar Falls Cemeteries

 Date



CITY OF CEDAR FALLS INTERMENT RIGHTS AGREEMENT

The City of Cedar Falls, Black Hawk County, Iowa, as permanent trustee for the perpetual maintenance of interment spaces in all municipal cemeteries (hereinafter "Cemetery") hereby sells and conveys rights of interment to the undersigned Purchaser, subject to the following terms and conditions:

Purchaser Information

Legal Name: _____
Address: _____
Phone: _____ E-Mail: _____

Contact Information (if different than Purchaser)

Contact Name: _____
Address: _____
Phone: _____ E-Mail: _____

The interment space(s) described as:

Cemetery: _____
Space(s), Lot(s), Block, Addition: _____

for the total price of: \$_____. The Cemetery shall set aside and deposit in the Cemetery's perpetual care fund an amount equal to or greater than fifty dollars or twenty percent (20%) of the gross selling price received for each sale of interment rights, whichever is more, and this fund shall be devoted to the care and maintenance of municipal cemeteries. The Perpetual Care Fund is irrevocable, deposits into this fund cannot be withdrawn, and the fund's income shall be used by the Cemetery for care of municipal cemeteries. Perpetual care amount of \$_____ is included in the total price noted above.

Additional terms and conditions:

1. The interment space(s) is to be used for interment purposes only and the Purchaser's rights are limited by the Cemetery's ordinances and regulations as now existing or as may be amended in the future.
2. This Agreement conveys only a right to be interred in the interment space(s) and in no way is any real estate title conveyed to the Purchaser. Furthermore, only one traditional interment will be permitted in each interment space. With interment of cremains there are multiple options as set forth in Cemetery ordinances and regulations.

- 3. Fees related to interment in the interment space are not included in the payment for rights conveyed in this Agreement and are subject to the Cemetery's service charges and availability. Services subject to such additional fees include opening and closing services which fees are included in the City's fee schedule. Opening and closing fees are subject to change.
- 4. The Cemetery shall use the Purchaser's address for any official notices concerning the interment space. The Purchaser shall notify the Cemetery of any change in address.
- 5. The Cemetery must receive an application for interment prior to any interment. The application must include the name of the deceased, the deceased's birth date, the deceased's date of death, next-of-kin, funeral establishment (if any) and any other required information. If applicable, the funeral home handling the arrangements may provide this information.
- 6. Purchaser has the right to sell and convey rights to the interment space, but any transfer of ownership by will or otherwise will be recognized by the Cemetery only after an appropriate form of transfer and fee is received by the Cemetery. Purchaser is responsible to provide the conditions of interment rights to the subsequent purchaser.
- 7. Until such time as interment space is used, either through a burial, inurnment, or installation of a marker or monument, the Purchaser may substitute other appropriate space(s) located within the municipal cemeteries by paying the difference in cost of the desired space(s) and a transfer fee.
- 8. The Cemetery shall only sell interment rights to developed space(s).
- 9. The terms and conditions described herein are binding upon the Purchaser and the Purchaser's heirs, successors, or assignees, and enforceable only by the Cemetery.
- 10. The purchase price must be paid in full at the time of purchase.
- 11. Once payment has been made, this Agreement is irrevocable.

Purchaser/Representative Signature

Date

Cemetery Representative for the City of Cedar Falls, Iowa

Date

THIS AGREEMENT IS SUBJECT TO RULES ADMINISTERED BY THE IOWA INSURANCE DIVISION. YOU MAY CALL THE INSURANCE DIVISION WITH INQUIRIES OR COMPLAINTS AT (515) 654-6600. WRITTEN INQUIRIES OR COMPLAINTS SHOULD BE MAILED TO: IOWA SECURITIES AND REGULATED INDUSTRIES BUREAU, 1963 BELL AVENUE, SUITE 100, DES MOINES, IOWA 50315.



CEMETERY WORK LICENSE APPLICATION

Item 7.

RETURN TO:

Cemetery Supervisor
2200 Technology Parkway
319-273-8600

Kevin Cross
Cedar Falls, IA 50613
kevin.cross@cedarfalls.com

Business Name _____ D/B/A or N/A _____

Business Address _____

Other Location(s) _____

Applicant's Name _____ E-Mail _____

Address _____ Phone _____

(if different) _____

Number of years engaged in Cemetery work _____

Number of years engaged in Cemetery work in Cedar Falls _____

Other Cemeteries where work has been performed in last five years _____

The applicant agrees to comply with the City of Cedar Falls Cemetery ordinances and regulations. Failure to do so could result in revocation of license.

Signature of Applicant

Date

Cemetery Office Use Only

License Approved _____ Denied _____

Denial Reason _____

Fees Paid (\$) _____ Bond Posted _____

Certificate of Liability Insurance _____

Representative of Cedar Falls Cemeteries Signature

Date



CITY OF CEDAR FALLS CEMETERY WORK LICENSE

License Number: _____

Issue Date: _____

Expiration Date: _____

This cemetery work license is hereby granted to:

Business Name: _____

Contact Name: _____

Mailing Address: _____

Phone Number: _____

E-Mail: _____

Licensee must comply with applicable ordinances and regulations of the City of Cedar Falls, Iowa.

Issued By: _____

City Clerk: _____

Fee	Amount
Cemetery Work License	\$XX.XX
Total	\$XX.XX



CERTIFICATE OF INTERMENT RIGHTS

Item 7.

NO. _____

Original

Replacement

This certifies that the City of Cedar Falls, Iowa, has sold and conveyed interment rights to:

Name(s): _____

Address: _____

as owner of the following interment space(s) located in a municipal cemetery in the City of Cedar Falls, Iowa:

Cemetery: _____

Space(s): _____

Columbarium: _____

Lot(s): _____

Side: _____

Block: _____

Row: _____

Section: _____

Niche No: _____

The total amount paid is \$ _____, receipt of which is hereby acknowledged and of which total amount \$ _____ is the perpetual care amount, constituting a perpetual trust for the permanent maintenance of such interment space(s) as provided by law.

The interment rights conveyed herein are vested in the Owner(s) and are subject to City of Cedar Falls cemetery ordinances and regulations as well as the laws and regulations of the State of Iowa.

Dated this _____ day of _____,

City Clerk
City of Cedar Falls, Iowa



NOTICE OF CEMETERY WORK

Item 7.

RETURN TO:

Cemetery Supervisor
2200 Technology Parkway
319-273-8600

Kevin Cross
Cedar Falls, IA 50613
kevin.cross@cedarfalls.com

Licensee Name	_____	E-Mail	_____
Address	_____	Phone	_____
	_____		_____

City of Cedar Falls Cemetery Work License # _____

General Nature of Cemetery Work to be Performed _____

Location of Cemetery Work	Cemetery	_____
Space(s)	Columbarium	_____
Lot(s)	Side	_____
Block	Row	_____
Section	Niche No.	_____
<input type="checkbox"/> Photos Attached	<input type="checkbox"/> Plans/Specifications Attached	

Monument Information	Flush Marker Information
Company _____	Material _____
Type _____	Color _____
Foundation Size _____	Type _____
Color _____	Size _____
Military Marker _____	Military Marker _____
Monument Direction _____	Marker Direction _____
Additional Info _____	

NOTICE OF CEMETERY WORK MUST BE RECEIVED AT LEAST SEVEN (7) DAYS PRIOR TO COMMENCEMENT OF WORK. CEMETERY WORK MAY BE PERFORMED BETWEEN THE HOURS OF 8:00AM TO 2:30PM, MONDAY THROUGH FRIDAY.

Cemetery Office Use Only

Date Location Marked	_____	Marked By	_____
Date of Inspection	_____	Inspected By	_____
Inspection Comments	_____		
Date Notified of Completion	_____	Notified By	_____
Date of Approval	_____	Approved By	_____

Representative of Cedar Falls Cemeteries



NOTICE OF DISINTERMENT

Item 7.

Return to: Cemetery Supervisor
2200 Technology Parkway
(319) 273- 8679

Kevin Cross
Cedar Falls, IA 50613
kevin.cross@cedarfalls.com

Requester Name: _____ Date: _____

Address: _____

E-Mail: _____ Phone: _____

Cemetery: _____ Certificate No: _____

Space(s) _____ Lot _____ Block _____ Section _____

Columbarium _____ Side _____ Row _____ Niche No. _____

Space Owner(s): _____

E-Mail: _____ Phone: _____

Anticipated Date of Disinterment: _____

Outcome of Disinterment (explain): _____

Funeral Director Name: _____ Phone: _____

Address: _____

State of Iowa Permit Received: _____ Yes _____ No Permit #: _____

Received by: _____

Representative of Cedar Falls Cemeteries

Date



TERMINATION OF INTERMENT RIGHT

Item 7.

Return to:

Cemetery Supervisor
2200 Technology Parkway
319-273-8629

Kevin Cross
Cedar Falls, IA 50613
kevin.cross@cedarfalls.com

The undersigned owner(s) hereby terminates all rights, title, and interest to and in the following interment space(s) located in a municipal cemetery in Cedar Falls, Iowa.

Cemetery: _____

Space(s)	_____	Columbarium	_____
Lot	_____	Side	_____
Block	_____	Row	_____
Section	_____	Niche No.	_____

The undersigned owner(s) hereby surrenders Certificate of Interment Rights No. _____ and requests that the permanent cemetery records of The City of Cedar Falls reflect this action.

Dated: _____, the _____ day of _____, _____
Day of Week Day Month Year

Owner Name: _____

Signature _____ Date _____

Address: _____

Phone: _____ E-Mail: _____

If representative of owner:
Representative Name: _____

Signature _____ Date _____

Address: _____

Phone: _____ E-Mail: _____

Relation to Owner: _____

Certificate: _____ Returned _____ Unavailable

Received By: _____
Representative of Cedar Falls Cemeteries Date _____



TRANSFER OF CERTIFICATE OF INTERMENT RIGHTS AND ACCEPTANCE Item 7.

Return to:

Cemetery Supervisor
2200 Technology Parkway
319-273-8629

Kevin Cross
Cedar Falls, IA 50613
kevin.cross@cedarfalls.com

For consideration received, the undersigned owner(s) hereby transfers and conveys all rights, title, and interest in and to the following interment space(s) located in a municipal cemetery located in Cedar Falls, Iowa:

Cemetery: _____

Space(s) _____ Lot _____ Block _____ Section _____

Columbarium _____ Side _____ Row _____ Niche No. _____

The undersigned owner(s) hereby surrenders the Certificate of Interment Rights No. _____ and requests that the permanent cemetery records of the City of Cedar Falls Reflect this transfer.

Owner Name(s): _____

Address: _____

Signature(s): _____

Representative: _____

Address _____

Signature: _____

Dated this _____ day of _____, _____.

Certificate Returned: _____ Yes _____ Unavailable

The undersigned buyer(s) hereby accepts transfer and conveyance of the Interment Rights described herein.

Buyer Name(s): _____

Address: _____

Signature(s): _____

Dated this _____ day of _____, _____.

Cemetery Office Use Only

Transfer Fee Amount Paid: _____

Interment Rights Agreement Date: _____

NEW Certificate of Interment Rights No: _____

Received by: _____

Representative of Cedar Falls Cemeteries

_____ Date

ORDINANCE NO. 3049

AN ORDINANCE ADOPTING A REVISED CEMETERY SECTION OF THE CODE OF ORDINANCES BY REPEALING DIVISION 3, CEMETERY SECTION, OF ARTICLE II, ARBORIST AND CEMETERY SECTIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, CEMETERY SECTION, CONSISTING OF SECTIONS 17-75 THROUGH 17-98, INCLUSIVE.

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

Division 3, Cemetery Section, of Article II, Arborist and Cemetery Sections, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 3, Cemetery Section, consisting of Sections 17-75 through 17-98 is enacted in lieu thereof, as follows:

DIVISION 3. CEMETERY SECTION

Sec. 17-75. Cemetery supervisor appointment; supervision.

The cemetery section of the department of public works, operations and maintenance division, shall be under the control of the cemetery supervisor, who shall be appointed by the director of public works upon recommendation of the operations and maintenance division manager and be directly responsible to, and subject to the direction of, the operations and maintenance division manager.

(Code 2017, § 20-106; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2942, § 2, 6-3-2019)

Sec. 17-76. Duties of cemetery supervisor.

The supervisor of cemeteries shall:

- (1) Develop and update regulations consistent with this division concerning all municipal cemeteries located in the city. Such regulations are subject to approval by the council and shall be made available to the public.
- (2) See that the cemetery ordinances and regulations are enforced.
- (3) Perform such other duties as are required by ordinances and regulations and as the council and operations and maintenance division manager may direct.
- (4) Do all proper acts necessary to maintain the cemetery grounds in a neat, clean and attractive condition at all times.

(Code 2017, § 20-107; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2941, § 5, 6-3-2019)

Sec. 17-77. Authority of cemetery supervisor to control location of markers and monuments.

The supervisor of cemeteries shall control and direct the location of all markers, columbarium and monuments within municipal cemeteries located in the city.

(Code 2017, § 20-108; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-78. Cemeteries renamed.

The cemetery formerly known as Old Cemetery is hereby named Greenwood Cemetery and the cemetery formerly known as Twelfth Street Cemetery is hereby named Fairview Cemetery.

(Code 2017, § 20-109; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-79. Applicability of cemetery ordinances and regulations.

The provisions of this division and the amendments thereto and all other ordinances and regulations of the city relating to Greenwood Cemetery shall, except as otherwise provided, apply to any and all other cemeteries which are owned, operated or controlled by the city.

(Code 2017, § 20-110; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-80. Disposition of monies received by cemetery supervisor.

All monies received by the cemetery supervisor under the ordinances and regulations of this division shall be paid over to the city clerk within 30 days after the receipt thereof. The clerk shall then deposit such monies with the treasurer.

(Code 2017, § 20-111; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-81. Burial in cemetery required.

The remains of all persons, when such remains are buried in the city, except those that are cremated, shall be buried in either Greenwood Cemetery, Hillside Cemetery, Fairview Cemetery or other cemeteries established by the city.

(Code 2017, § 20-112; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-82. Hours of cemeteries.

The cemeteries subject to this division shall be open to the public each day from sunrise to sunset, and no person shall enter such cemeteries at any other time without the consent of the cemetery supervisor or public safety services department.

(Code 2017, § 20-113; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-83. Operation of perpetual care cemeteries.

- (a) *Trusteeship.* Pursuant to Iowa Code § 523I.502, the city hereby states its willingness and intention to act as the trustee for the perpetual maintenance of interment spaces in Greenwood Cemetery, Hillside Cemetery, Fairview Cemetery, and any other cemeteries hereafter established by the city.
- (b) *Establishment of trust fund.* A perpetual trust is hereby established for Greenwood Cemetery, Hillside Cemetery and Fairview Cemetery in accordance with the Iowa Cemetery Act. A restricted fund is created, to be known and designated as the "perpetual care cemetery fund," which shall be funded by the deposit of an amount equal to or greater than 20 percent of the gross selling price, or \$50.00, whichever is more, for each sale of interment space within each cemetery. The fund shall be administered in accordance with the purposes and provisions of the Iowa Cemetery Act (Iowa Code ch. 523I). The perpetual care cemetery fund shall be maintained separate from all operating funds of the city and the principal of the fund shall not be

reduced voluntarily except as specifically permitted by the Iowa Cemetery Act and applicable administrative regulations.

- (c) *Sale of interment rights.* The sale or transfer by the city of interment rights for lots and cremains niches in each cemetery subject to the provisions of this division shall be sold at such price as the council may, from time to time, provide by resolution, subject, however, to the provisions of subsection (b) of this section, and shall be evidenced by a certificate of interment rights and agreement evidencing the conveyance of exclusive rights of interment upon payment in full of the purchase price. The agreement for interment rights shall disclose all information required by the Iowa Cemetery Act, including the amount or percentage of money to be placed in the perpetual care cemetery fund, and the balance thereof to be placed in the city's general fund.
- (d) *Perpetual care registry.* The city shall maintain a registry of individuals who have purchased interment rights in the cemetery subject to the care fund requirements of the Iowa Cemetery Act, including the amounts deposited in the perpetual care cemetery fund of the city.

(Code 2017, § 20-114; Ord. No. 2876, § 1, 8-15-2016)

Sec. 17-84. Interment Rights.

- (a) *Interment.* A person acquires interment rights upon city approval of an interment agreement, payment of the required fee, and issuance of a certificate of interment rights. Such person shall be considered owner of an interment space with rights to be interred in or to direct interment in the interment space, subject to the ordinances and cemetery regulations of the city. Only those persons whose names appear in the cemetery records of the city shall be recognized as owner.
- (b) *No subdivision.* Interment spaces shall not be subdivided except by consent of the cemetery supervisor.
- (c) *Taxes, assessments.* Interment spaces are exempt from taxation and may not be pledged or otherwise encumbered by the owner.
- (d) *Surviving spouse; heirs.* Rights of interment are presumed to include the surviving spouse of the owner, which rights may not be divested without the written consent of said surviving spouse. For purposes of this subsection a surviving spouse does not include a person divorced from the owner or whose marriage has been annulled as of the date of death of the owner. If there is no surviving spouse at the time of the owner's death, or upon the death of the surviving spouse, indivisible rights of interment shall then pass to heirs at law of the deceased owner in the order of their need, subject to the vested right of interment in the interment space of the deceased owner and surviving spouse. Any heir may waive rights to interment in favor of another heir or heirs by filing a written instrument to that effect with the city clerk.
- (e) *Joint interment rights.* Where a right of interment is conveyed to two or more persons who are not married, such owners shall be considered as joint tenants with each joint tenant having a vested right of interment. Upon the death of a joint tenant the right of interment vests in all surviving joint tenants, subject to the vested right of interment in the interment space of the deceased joint tenant.
- (f) *Transfer of rights of interment.* Transfer of rights of interment may be made by written instrument filed with the city clerk, and surrender of the owner's certificate of interment rights, subject to approval of the cemetery supervisor. No transfer shall be allowed if there is indebtedness owed to the city from the owner of record of the interment space. An additional interment fee as provided in section 17-83 shall be paid with any transfer, and upon payment of the requisite fee a new certificate of interment rights shall be issued to the new owner. Such transfer of interment rights shall be noted in the perpetual care registry.
- (g) *Termination of interment rights.*
 - (1) Interment rights may be surrendered by the owner upon written instrument filed with the city clerk. A refund of the purchase price, without interest, shall be paid to the surrendering owner.
 - (2) Interment rights of an owner shall be deemed terminated upon transfer of such interment rights.

- (3) Interment rights shall be terminated and shall automatically revert to and vest with the city if an interment space is unoccupied and has not been occupied in the preceding 75 years. Notice of termination shall be provided to the owner of record or the owner's heirs as provided by law.
- (4) Interment rights to an interment space may be terminated and revert to and vest with the city upon disinterment, unless contrary written notice is provided to the city clerk by an owner, surviving spouse, or heirs within 90 days of such disinterment.

Sec. 17-85. Interments.

- (a) *Application.*
 - (1) An application for interment must be made to the cemetery supervisor in the form specified in the cemetery regulations.
 - (2) An application for interment shall in all cases be accompanied by the fee, to be fixed as provided in section 17-83.
 - (3) No interment shall be allowed without an approved application and payment of the requisite fee.
 - (4) Interment is allowed only in designated interment spaces within municipal cemeteries.
- (b) *Prerequisites to issuance of permit.* The city clerk shall not issue a permit for interment unless sufficient information has been provided to the cemetery supervisor to ensure correct location of interment as well as the method of interment and also to ensure that city standards are met with respect to the burial receptacle or urn.
- (c) *Unauthorized interment prohibited.* The owner of an interment space shall not permit interments to be made therein for remuneration and shall not permit interments to be made except as provided in this division.
- (d) *Interment in interment space of another.* The cemetery supervisor is strictly forbidden to permit the interment of any person in the interment space of someone other than the owner or surviving spouse without the express written permission of the owner or the owner's surviving spouse, or their heirs.
- (e) *Incorrect information.* The city shall not be responsible for any error occurring from the lack of precise and correct instructions on an interment permit application and shall not be responsible for the identity of any deceased person sought to be interred.

(Code 2017, § 20-116; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2876, § 2, 8-15-2016)

Sec. 17-86. Care of cemetery lots.

No person, other than the owner or the owner's spouse, heirs, or a near relative or intimate friend, working without compensation, shall be permitted to care for any cemetery lot or niche, and such care shall be subject to cemetery regulations.

(Code 2017, § 20-117; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2942, § 2, 6-3-2019)

Sec. 17-87. Removal of remains from cemeteries.

A notice of disinterment shall be filed with the cemetery supervisor prior to disinterment and is subject to the same fees as for interment, except to correct an error by the city. Such notice shall contain information as required by the cemetery supervisor. Disinterment is otherwise subject to state law. The clerk shall maintain a permanent record of disinterments.

(Code 2017, § 20-118; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-88. Cemetery work; license required.

- (a) *Cemetery work defined.* For purposes of this division, cemetery work means construction, placement, maintenance or repair of a foundation, monument, marker or other structure, or performing engraving, or adding adornments, in a cemetery subject to this division.
- (b) *No cemetery work without a license.* No person shall perform cemetery work without first obtaining a license from the cemetery supervisor and paying the required fee as established by the city council from time to time.
- (c) *Cemetery license application.* The application for a cemetery license shall be in a form prescribed by the cemetery supervisor and shall include information reasonably calculated to determine the appropriateness of granting a license, including but not limited to satisfactory evidence of ability to properly perform cemetery work. The cemetery supervisor shall determine whether a cemetery license shall be issued.

Sec. 17-89. Cemetery work bond; insurance.

- (a) *Bond.* Each applicant for a cemetery license shall file with the city clerk a bond with a surety approved by the cemetery supervisor in the penal sum of \$10,000.00, conditioned that applicant will comply with and observe the terms and conditions of all cemetery ordinances and regulations, and will pay all costs, fines and penalties incurred on account of failure to observe such ordinances and regulations. Further, such bond shall be conditioned on the performance of cemetery work in a good and workmanlike manner.
- (b) *Insurance.* All cemetery licensees shall provide proof of and maintain commercial general liability insurance having a minimum combined single limit of \$1,000,000.00.

Sec. 17-90. Revocation of cemetery license.

- (a) A cemetery license granted under this division shall be revoked if the cemetery licensee does or allows to be done any of the following:
 - (1) Fails to comply with all cemetery ordinances and regulations.
 - (2) Fails to furnish proof of or maintain the bond or insurance required by this division.
 - (3) Fails to provide timely advance notice to the cemetery supervisor or designee of cemetery work as required by this division.
 - (4) Refuses to allow or resists an inspection of cemetery work by any authorized agent of the city.
 - (5) Furnishes false information on the license application or other documents required under this division.
 - (6) Fails to correct defective work or materials after notice by the cemetery supervisor.
 - (7) Fails to pay fees or costs of repair or removal of a defective foundation, monument or marker installed or repaired by the licensee and corrected by the city.
 - (8) Fails to pay for damage done to interment spaces, plots, walks, drives, grounds, trees, shrubs or other cemetery property by a licensee or agent after notice and demand therefore.
- (b) Upon the occurrence of any of the events described in subsection (a) of this section, the city clerk shall provide to the cemetery licensee written notice of revocation of the cemetery license, and the cemetery licensee shall thereupon immediately cease to perform cemetery work.

- (c) The cemetery licensee may appeal revocation of the cemetery license by written notice of appeal mailed or delivered to the city clerk within ten days of the date of notice of revocation. During the pendency of the appeal, the cemetery licensee shall not be allowed to perform cemetery work.
- (d) Upon receipt of the appeal, the city clerk shall notify the chair of the administration committee of the city council of the appeal, and a hearing before the administration committee shall be scheduled within 20 days of the date of the notice of appeal. The cemetery licensee shall be notified in writing of the time and place of hearing on the appeal and shall be afforded an opportunity to present information to the administration committee in support of the appeal. The administration committee shall also consider any information provided by the cemetery supervisor. The administration committee shall issue a written decision within ten days of the date of the hearing, either affirming or reversing the revocation of the cemetery license with or without condition. The decision of the administration committee shall be final.

Sec. 17-91. Notice of cemetery work; inspection; defective work.

- (a) *Notice of cemetery work.* Before any cemetery work is commenced, a cemetery licensee shall provide the cemetery supervisor at least ten days advance notice.
- (b) *Plans and specifications.* The cemetery supervisor may require written plans and specifications of such cemetery work prior to commencement.
- (c) *Inspection; correcting defective work.* The cemetery supervisor has the right to inspect cemetery work and if the determination is made that cemetery ordinances or regulations are or were not being followed or if the workmanship results in instability or other defect, or if approved plans and specifications were not followed, the cemetery supervisor may order the work to stop until the defect is corrected, which may include removal and reinstallation by the licensee. The actual monument, marker or other adornment intended for installation is also subject to inspection and approval prior to installation.
- (d) *Defect found within one year.* If a marker or monument sinks, tilts or becomes misaligned, or if cemetery work or material is otherwise found to be defective within one year from completion of cemetery work, such defective work or material shall be corrected by the licensee at licensee's cost upon written notice by the cemetery supervisor. Such notice shall specify the nature of the defective work or material.

Sec. 17-92. Cemetery markers and monuments—Repair or removal of unsightly markers and monuments.

- (a) *Notice to owner.* Following one year after installation, should any monument, marker or other adornment in a cemetery begin leaning, become dilapidated, unsightly or objectionable to the cemetery supervisor, the city clerk shall notify the owner by mail, if the owner's address is known, to make such repairs as may be necessary, or to replace the monument, marker or other adornment, within 30 days from the date of mailing of such notice. At the expiration of such time, if the notice has not been complied with, or if the owner is not known or cannot reasonably be located or ascertained, it shall be the duty of the cemetery supervisor to enter upon and cause such repairs to be made, or such objectionable thing to be removed. The supervisor shall report the cost to the clerk, and the cost of such repair or removal shall be assessed against such owner, if known, or surviving spouse or heirs.
- (b) *Repair by city at owner's request.* At the request of an owner of an interment space, the cemetery supervisor may make needed repairs to any marker or monument and render a bill to the owner for the cost of the repairs. If such bill is not paid within a reasonable time after billing, the city may pursue collection by any lawful means.

- (c) *Vandalism.* The City is not responsible for damage to or defacement of markers, monuments or other adornments, or interment spaces, caused by acts of vandalism. In such case the cemetery supervisor shall notify the owner as provided in this section within sixty days of discovery of such vandalism, and the owner shall be responsible for repair or replacement as also provided in this section.

(Code 2017, § 20-124; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-93. Columbarium.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.
- (1) *Columbarium.* An aboveground structure owned by the city and located in city cemeteries that contains cremains niches.
 - (2) *Niche or cremains niche.* A compartment within a columbarium for the storage of funerary urns that are available to the public for interment as provided in this division.
 - (3) *Funerary Urn.* A container holding the cremated remains of a deceased person.
- (b) *Funerary urn or urn.* A funerary urn shall be of a material and of a size suitable for placement in a niche within a columbarium. Unsuitable funerary urns may be rejected by the cemetery supervisor at the cemetery supervisor's discretion.
- (c) *Niche plate.* Cremains niches shall be enclosed with a niche plate provided by the City and shall be sealed in a manner directed by the cemetery supervisor. No attachments to a niche plate shall be allowed other than standard identifying bronze plaques provided and affixed by the City. However, military medallions may be attached to a niche plate as approved by the cemetery supervisor and affixed by the city.
- (d) *Disinurnment.* Removal of cremains from a niche shall be allowed only as provided in section 17-87.
- (e) *Fees.* The fees for interment in a columbarium shall be as provided for in section 17-83. The fees for City-provided niche plates and plaques shall be established by council by resolution from time to time.
- (f) *Inurnment outside a columbarium.* Nothing in this section shall be construed to prevent the burial of a funerary urn in a gravesite or placement of an urn in a monument niche as approved by the cemetery supervisor.

Sec. 17-94. Improvements to cemetery lots.

No improvements to municipal cemetery lots or grounds shall be made except under the direction of the supervisor of cemeteries.

(Code 2017, § 20-126; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-95. Destruction of cemetery property.

No person shall willfully and without authority destroy, mutilate, deface, injure or remove any of the gravestones or other structures in a cemetery within the limits of the city, or injure or destroy any fence, railing, tree, shrubbery, flower or lawn in such cemetery, or anything belonging to the city, or use such cemetery for any disrespectful or improper purpose whatever. Violation of this section shall be a municipal infraction punishable as provided in section 1-9.

(Code 2017, § 20-129; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-96. Traffic regulations.

No person in a cemetery shall:

- (1) Operate a vehicle at a rate of speed exceeding ten miles per hour.
- (2) Operate any vehicle on any area except the established cemetery roads or parking areas or such other areas as may be specifically designated by the director of public works or designee.
- (3) Operate a snowmobile, all-terrain vehicle or similar equipment, unless operated by an employee or agent of a public or private agency for the purposes of providing emergency services, rescue or maintenance, and as may be specifically designated by the director of public works or designee.
- (4) Operate a vehicle at night without headlights or other similar lighting equipment.
- (5) Operate any vehicle in disregard of any traffic sign indicating direction, caution or stopping, or any other sign posted for proper control and to safeguard life and property.
- (6) Park a vehicle in other than established designated parking areas, or as directed by the cemetery supervisor or his designee.
- (7) Leave a vehicle standing or parked during the hours when the cemetery is closed.
- (8) Park a vehicle, or use a cemetery, for the purpose of repair or washing or maintenance of a vehicle.

(Code 2017, § 20-129A; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2941, § 5, 6-3-2019)

Sec. 17-97. Removal of refuse and litter from cemetery lots.

No refuse or litter shall be left on any cemetery lot subject to the provisions of this division, or placed on the lot of another, or in the streets, nor shall any decayed flowers, shells, or any other unsightly thing be left on any lot for a period longer than three days; otherwise it shall be the duty of the cemetery supervisor to remove such unsightly thing without notice.

(Code 2017, § 20-130; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-98. Private mausoleums and crypts.

Private mausoleums and crypts are hereby prohibited in the city.

(Code 2017, § 20-132; Ord. No. 2823, § 1, 6-23-2014)

Secs. 17-99—17-132. Reserved.

INTRODUCED: _____ February 5, 2024 _____

PASSED 1ST CONSIDERATION: _____ February 5, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February 5, 2024

SUBJECT: Updates to City Code Section 23-300
 Lawful Speed Limits Established
 W 27th Street

The newly designed and constructed portion of W 27th Street between Hudson and Union Road near the new high school has been completed. The intended speed limit through the updated corridor has been adjusted with the new roundabouts. The adjustments will shift to a 25mph zone from Hudson Road to Greenhill road, a 35mph zone from Greenhill road to the westerly high school roundabout, and the existing corridor West of the high school will remain as currently posted at 45 mph.

The Engineering Division is proposing changes to City Code Section 23-300, *Lawful Speed Limits Established*, to match what has been designed and constructed. Please see the attached redline changes for City Code Section 23-300, *Lawful Speed Limits Established*.

The Engineering Division recommends approval of setting the speed limits in the corridor on the attached redline through the corridor from Hudson Road to the west City limits.

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

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

Prepared By: Matthew Tolan, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 268-5161

ORDINANCE NO. 3050

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT ON 27TH STREET AS 25 MILES PER HOUR FROM HUDSON ROAD WEST 2,700 FEET AND AS 35 MILES PER HOUR FROM 2,700 FEET WEST OF HUDSON ROAD TO 4,700 FEET WEST OF HUDSON ROAD AND AS 45 MILES PER HOUR FROM 4,700 FEET WEST OF HUDSON ROAD TO THE WEST CITY LIMITS, IN SECTION 23-300, LAWFUL SPEED LIMITS ESTABLISHED, OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY REPEALING SUBSECTION 8(A), AND ENACTING A NEW SUBSECTION 8(A) IN LIEU THEREOF; AND REPEALING SUBSECTION 10(C) AND ENACTING A NEW SUBSECTION 10(C) IN LIEU THEREOF; AND REPEALING SUBSECTION 12(E) AND ENACTING A NEW SUBSECTION 12(E) IN LIEU THEREOF.

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

Section 1. Subsection 8(a) and Subsection 10(c) and Subsection 12(e) of Section 23-300, Lawful Speed Limits Established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby amended by repealing said Subsections in their entirety and enacting in lieu thereof new Subsections 8(a) and 10(c) and 12(e), as follows:

Sec. 23-300. - Lawful speed limits established.

Unless otherwise provided by this chapter or other city ordinances and appropriately posted, the speed limits established in this section shall be the lawful speed, and any speed in excess thereof shall be unlawful.

[unchanged provisions omitted]

(8) *Twenty-five miles per hour.* 25 miles per hour on any of the following streets as indicated:

[unchanged provisions omitted]

- a. 27th Street (west), from its intersection with Hudson Road west a distance of 2,700 feet.

[unchanged provisions omitted]

(10) 35 miles per hour. 35 miles per hour on the following streets as indicated:

[unchanged provisions omitted]

- c. 27th Street (West), from a point 2,700 feet west of Hudson Road west to a point 4,700 feet west of Hudson Road.

[unchanged provisions omitted]

(12) 45 miles per hour. 45 miles per hour on the following streets as indicated:

[unchanged provisions omitted]

- e. 27th Street (West), from a point 4,700 feet west of Hudson Road west to the west City limits.

[unchanged provisions omitted]

INTRODUCED: _____ February 5, 2024

PASSED 1st CONSIDERATION: _____ February 5, 2024

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

Sec. 23-300. Lawful speed limits established.

Unless otherwise provided by this division or other city ordinances and appropriately posted, the speed limits established in this section shall be the lawful speed, and any speed in excess thereof shall be unlawful.

- (1) *Parks, cemeteries and alleys.* 15 miles per hour in any park, cemetery or public alley.
- (2) *Business districts.* 20 miles per hour in any business district.
- (3) *Industrial districts.* 25 miles per hour in any industrial district.
- (4) *Residence districts; school districts.* 25 miles per hour in any residence or school district.
- (5) *Suburban districts.* 45 miles per hour in any suburban district.
- (6) *Fifteen miles per hour.* 15 miles per hour on the following streets as indicated:
 - a. Clay Street, from West Third Street north to West Second Street.
 - b. Pheasant Drive, for a distance of 210 feet east of the centerline of the jog in Pheasant Drive and for a distance of 200 feet west of the centerline of the jog in Pheasant Drive.
- (7) *Twenty miles per hour.* 20 miles per hour on the following streets as indicated:

Waterloo Road, from its intersection with 14th Street northwesterly to the intersection of Bluff Street and East 13th Street.
- (8) *Twenty-five miles per hour.* 25 miles per hour on the following streets as indicated:
 - a. 27th Street (West), from its intersection with Hudson Road west a distance of ~~1,800~~ 2,700 feet.
 - b. Brandilynn Boulevard, from 400 feet east of Wal-Mart Drive west to the west end of the street.
 - c. Center Street, from its intersection with First Street to a point 300 feet north of First Street.
 - d. Center Street, from a point 200 feet south of its intersection with Green Avenue north to a point 200 feet north of its intersection with Lantz Avenue.
 - e. Chancellor Drive, from Viking Road south to Ridgeway Avenue.
 - f. Cottage Row Road, from Center Street south to a point 800 feet west of the south end of the Snag Creek Bridge.
 - g. Technology Parkway, from Hudson Road east to Chancellor Drive.
 - h. Wal-Mart Drive, from Brandilynn Boulevard south to Viking Road.
 - i. Westminster Drive, from Viking Road north and east to Nordic Drive.
- (9) *30 miles per hour.* 30 miles per hour on the following streets as indicated:
 - a. First Street (East) eastbound, from Main Street east to a point 850 feet east of Main Street.
 - b. First Street (East) westbound, from a point 520 feet east of Main Street west to Main Street.
 - c. First Street (West), from Main Street west to Highland Drive.
 - d. Brandilynn Boulevard, from 400 feet east of Wal-Mart Drive east to the east end of the street.
 - e. Main Street (South), from University Avenue south to Orchard Drive.
 - f. Prairie Parkway, from Brandilynn Boulevard south to Viking Road.
 - g. Winterberry Drive, from Brandilynn Boulevard south to Viking Road.

- (10) *35 miles per hour.* 35 miles per hour on any of the following streets as indicated:
- a. 12th Street (West), from a point 425 feet west of the Carriage Lane intersection with West 12th Street to a point 125 feet west of the intersection of Barnett Drive with West 12th Street.
 - b. 18th Street (East), from Main Street to Waterloo Road.
 - c. 27th Street (West), from a point ~~1,800~~2,700 feet west of Hudson Road west to a point ~~4,000~~4,700 feet west of Hudson Road.
 - d. Big Woods Road, from Lake Street north to the north city limits.
 - e. Cedar Heights Drive, from its intersection with University Avenue to a point 1,200 feet south of University Avenue.
 - f. Center Street, from a point 300 feet north of First Street north to a point 200 feet south of its intersection with Green Avenue, and from a point 200 feet north of its intersection with Lantz Avenue north to the north city limits.
 - g. Cottage Row Road, from 800 feet west of the south end of the Snag Creek Bridge west to the end of said road.
 - h. Dunkerton Road, from its intersection with Center Street east to its intersection with U. S. Highway 218.
 - i. Greenhill Road, from Hudson Road west and north to West 27th Street.
 - j. Hudson Road, from its intersection with the south line of University Avenue north to its intersection with First Street.
 - k. Independence Avenue, from Lincoln Street north to Big Woods Road.
 - l. Lake Street, from a point 600 feet east of Central Avenue east to U.S. Highway 218.
 - m. Lincoln Street, from its intersection with Jefferson Street east to its intersection with Vermont Street.
 - n. Lone Tree Road, from its intersection with Ford Road to Center Street.
 - o. Main Street, from 13th Street to University Avenue, inclusive.
 - p. Main Street (South), from Orchard Drive south to the end of the street.
 - q. Production Drive, from Viking Road west and south to Technology Parkway.
 - r. Rainbow Drive, from its intersection with Waterloo Road east to the city limits.
 - s. Technology Parkway, from Hudson Road west to the west end of the street.
 - t. University Avenue, from Hudson Road east to the east city limits.
 - u. Viking Road, from its intersection with the west line of Prairie Parkway west to the west city limits.
 - v. Waterloo Road, from its intersection with East 14th Street southeasterly to its intersection of University Avenue.
 - w. Ridgeway Avenue, from Hudson Road east to Iowa Highway 58.
- (11) *40 miles per hour.* 40 miles per hour on the following streets as indicated:
Reserved.
- (12) *45 miles per hour.* 45 miles per hour on the following streets as indicated:

- a. First Street (East) eastbound, from a point 850 feet east of Main Street to a point 1,520 feet east of Main Street.
 - b. First Street (East) westbound, from a point 1,200 feet east of Main Street west to a point 520 feet east of Main Street.
 - c. First Street (West), from Highland Drive west to a point 340 feet west of Lake Ridge Drive.
 - d. 12th Street (West), from a point 125 feet west of the intersection of Barnett Drive with West 12th Street to the west city limits.
 - e. 27th Street (West), from a point ~~4,000~~4,700 feet west of Hudson Road west to the west city limits.
 - f. Cedar Heights Drive, from a point 1,200 feet south of University Avenue south to the city limits.
 - g. Center Street, from a point 300 feet north of First Street to Cottage Row Road.
 - h. Dunkerton Road, from its intersection with U. S. Highway 218 east to the east city limits.
 - i. Fitkin Road, from its intersection with Ford Road to Center Street.
 - j. Ford Road, from its intersection with Fitkin Road south to Lone Tree Road.
 - k. Greenhill Road, from its intersection with Hudson Road to the east city limits.
 - l. Hudson Road, from its intersection with the south line of University Avenue south to the south city limits.
 - m. Iowa Highway 58, from its intersection with Ridgeway Avenue south to the south city limits.
 - n. Lake Street, from U.S. Highway 218 east to the east city limits.
 - o. Leverage Road (West half), from a point one-quarter mile north of Lincoln Street to the north city limits.
 - p. Lincoln Street, from its intersection with Vermont Street easterly to the city limits.
 - q. Lone Tree Road, from its intersection with Center Street to Leverage Road.
 - r. Main Street (South), from Viking Road south to the city limits.
 - s. Ridgeway Avenue, from Hudson Road west to the western city limits.
 - t. Union Road, from the south city limits to West 1st Street.
 - u. Viking Road, from the east line of Prairie Parkway east to its intersection with Cedar Heights Drive.
 - v. Ridgeway Avenue, from Iowa Highway 58 east to the eastern city limits.
- (13) *50 miles per hour*. 50 miles per hour on the following streets and/or highways as indicated:
- a. First Street (West), from a point 340 feet west of Lake Ridge Drive west to Union Road.
 - b. Union Road, from West First Street north to the north city limits.
- (14) *55 miles per hour*. 55 miles per hour on the following streets and/or highways as indicated:
- a. First Street (East) eastbound, from a point 1,520 feet east of Main Street east to a point 700 feet east of the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass.

- b. First Street (East) westbound, from a point 600 feet west of the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass west to a point 1,200 feet east of Main Street.
 - c. First Street (West), from Union Road west to the west city limits.
 - d. Iowa Highway 58, from a point 1,300 feet north of its intersection with Greenhill Road south to its intersection with Ridgeway Avenue.
 - e. University Avenue, from a point 3,100 feet west of its intersection with Hudson Road to the west city limits.
- (15) *60 miles per hour.* 60 miles per hour on the following streets and/or highways as indicated:
- a. First Street (East), from its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass east a distance of 700 feet.
 - b. Iowa Highway 58, from its intersection with First Street south to a point 1,300 feet north of its intersection with Greenhill Road.
 - c. U.S. Highway 218 southbound, from a point 2,000 feet north of its intersection with Lincoln Street south to its intersection with First Street.
 - d. U.S. Highway 218 northbound, from its intersection with First Street north to a point 410 feet north of its intersection with Lincoln Street.
- (16) *65 miles per hour.* 65 miles per hour on the following streets and/or highways as indicated:
- a. First Street (East) eastbound, from a point 700 feet east of its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass east to the east city limits.
 - b. First Street (East) westbound, from the east city limits west to a point 600 feet east of its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass.
 - c. U.S. Highway 218 southbound, from the north city limits south to a point 2,000 feet north of its intersection with Lincoln Street.
 - d. U.S. Highway 218 northbound, from a point 410 feet north of its intersection with Lincoln Street north to the north city limits.

(Code 2017, § 26-207; Ord. No. 1935, §§ 2, 3, 2-25-1991; Ord. No. 1981, §§ 1—5, 7-13-1992; Ord. No. 1982, § 1, 7-13-1992; Ord. No. 2002, §§ 1, 2, 1-11-1993; Ord. No. 2005, §§ 1, 2, 2-22-1993; Ord. No. 2116, §§ 2, 3, 9-11-1995; Ord. No. 2199, § 1, 8-11-1997; Ord. No. 2238, §§ 1, 2, 6-22-1998; Ord. No. 2244, § 2, 10-12-1998; Ord. No. 2314, §§ 1, 2, 11-13-2000; Ord. No. 2315, §§ 1—5, 11-13-2000; Ord. No. 2325, §§ 1—3, 2-12-2001; Ord. No. 2358, §§ 1—3, 11-26-2001; Ord. No. 2402, §§ 1, 2, 11-25-2002; Ord. No. 2403, §§ 1, 2, 11-25-2002; Ord. No. 2440, §§ 1, 2, 7-14-2003; Ord. No. 2451, §§ 1—3, 9-22-2003; Ord. No. 2543, §§ 1, 2, 8-22-2005; Ord. No. 2589, §§ 1—6, 7-10-2006; Ord. No. 2601, §§ 1, 2, 9-25-2006; Ord. No. 2704, §§ 1—3, 2-22-2010; Ord. No. 2732, § 1, 2-28-2011; Ord. No. 2767, §§ 1—4, 6-11-2012; Ord. No. 2772, §§ 1, 2, 7-23-2012; Ord. No. 2835, §§ 1, 2, 2-2-2015; Ord. No. 2898, §§ 1, 2, 3-20-2017; Ord. No. 2917, §§ 1, 2, 2-19-2018; Ord. No. 2927, 6-18-2018; Ord. No. 2957, §§ 1—3, 11-4-2019; Ord. No. 2991, 8-2-2021)

MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

February 5, 2024

The meeting of Standing Committees met at City Hall at 5:15 p.m. on February 5, 2024, with the following Committee persons in attendance: Mayor Laudick, Councilmembers Gil Schultz, Chris Latta, Daryl Kruse, Aaron Hawbaker, Dustin Ganfield, Hannah Crisman, and Kelly Dunn. Staff members from various City Departments and members of the community attended in person.

Committee of the Whole:

Chair Latta called the meeting to order and introduced the first item on the Committee of the Whole Agenda, City Council Training Update. Kristine Stone, Ahlers & Cooney, P.C. provided an overview of City Council roles, along with open meeting and open records requirements. Councilmembers discussed definitions of a City Manager versus a City Administrator, what constitutes a public record in regard to social media, email inquiries to personal accounts and what is required by law in meeting minutes. Stone responded that the minutes of a public meeting must include the agenda, who is in attendance, what items were voted on, who voted and how they voted.

Chair Latta introduced the second item on the Committee of the Whole Agenda, Hearst Project Update. Cory Hurless, Cultural Programs Supervisor and Heather Lynxwiler, Project Architect from OPN Architects provided an overview of the Hearst Master Plan Study Final Report that provides a working document from which to develop options and make decisions for the facility structure with the intention of building and site longevity of at least 30 years. Two options were presented: renovation and new construction. Councilmembers discussed questions about parking, removal of the red house (224 Seerley Blvd), fundraising, and longevity of building for the two options presented.

Meeting adjourned at 6:38 p.m.

Minutes by Kristin Thomas, Administrative Supervisor



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
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MEMORANDUM

Planning & Community Services Division

TO: Mayor Daniel Laudick and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: February 19, 2024
RE: Annual Reports of Boards and Commissions for 2023

Attached you will find summaries of agenda items in 2023 for the Planning and Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, the Housing Commission, and the Cedar Falls Bicycle/Pedestrian Committee.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission reviews and makes recommendations to the City Council on all types of land use matters within the community. The Commission is comprised of nine members appointed by the Mayor and approved by the City Council. The Planning and Zoning Commission reviews numerous requests each year, including requests for rezoning, subdivision plats, site plans for development projects, and street vacations. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan and zoning code amendments. As the Commission meets twice each month, requests for Commission review are likewise accepted twice per month. Planning & Community Services Division staff develops staff reports and recommendations for the Commission and coordinates the Planning and Zoning Commission agendas and meetings.

In 2023 the Commission considered several residential subdivisions, including a preliminary plat of Autumn Ridge 9th and 11th Additions, preliminary and final plats of Ashworth North, final plat of West Fork 1st Addition. There was considerable discussion about the proposed changes to the Autumn Ridge Master Plan, which was eventually disapproved by the Commission resulting in a withdrawal of the master plan change and the preliminary plat for Autumn Ridge 9th and 11th Additions. The Commission reviewed and recommended approval of several rezoning requests, which provide the opportunity for future subdivisions in Northern Cedar Falls and near Aldrich Elementary School. Several requests for amendments to the zoning ordinance were considered and several were recommended for approval.

In addition to the 2023 Planning & Zoning Commission Annual Report and attendance record, a summary of the land use permits that were issued during the year is attached. The summary provides insight into the smaller projects happening in the community. Over 1000 land use permits were approved in 2023.

Board of Adjustment

The Board of Adjustment is empowered by State law to consider variances, conditional uses, and special exceptions from the terms of the City Zoning Ordinance. The Board is asked to carefully consider the evidence presented at the hearing and weigh whether there is sound justification to allow deviation from the terms of the Zoning Ordinance. This is an autonomous body with quasi-judicial powers, whose members are appointed by the Mayor and approved by the City Council. Decisions by the Board can be appealed to District Court. The 7-member Board considers each request for a variance, special exception, or conditional use on its own merits. Planning & Community Services Division staff prepares staff reports and recommendations to the Board and coordinates Board of Adjustment agendas and meetings.

Since petitions to the Board of Adjustment are rare, there were only 3 meetings held in 2023. The Board received conditional use requests to allow the adaptive re-use of two different former church buildings. Both requests were approved with conditions to ensure that the new uses would be compatible with the surrounding neighborhood. One variance was approved to adjust the parking location for a small corner property in the downtown area.

Historic Preservation Commission

The Historic Preservation Commission was established by the City Council in 2011. The Commission meets monthly. Their primary objectives are to maintain an inventory of historic resources of Cedar Falls, to educate the public on matters related to the history of Cedar Falls, and to be a voice for historic preservation.

The Commission hosted a very successful educational event in May, a walking tour of the Seerley Park Neighborhood, showcasing 8 historic homes that surround the park. Over 100 people attended the tour. Commission members and staff provided historical information about the park and the homes, with several of the homeowners recounting colorful anecdotes. Attendees were even invited inside the former home of Nancy Price, revered local author, who used the Seerley Park Neighborhood as the setting for one of her most famous novels, *Sleeping with the Enemy*, which in 1991 was made into a feature film.

Board of Rental Housing Appeals

The Group Rental Committee was created to consider whether new rental applications requesting higher levels of occupancy (3, 4, or 5 individuals aged 18 years or older) are appropriate to the property and neighborhood. The Group Rental Committee is comprised of the Planning & Community Services Manager, the Building Official, and the Fire Chief. The Committee meets on a regular basis when applications for new single-unit dwelling or duplex rentals are received or when rentals are changing ownership. The Group Rental Committee has

limited authority to approve higher levels of occupancy, so applicants have the option to appeal those decisions. The Board of Rental Housing Appeals was created to review all appeals from the decisions of the Group Rental Committee and other appeals related to rental properties. Staff provides analysis and recommendation to the BRHA based on the characteristics of the site and carrying capacity of the property. The Board is comprised of seven citizens appointed by the Mayor and approved by City Council. The Board meets as needed. The 2023 Annual Report of Activities for the Board of Rental Housing Appeals is attached.

Housing Commission

The Cedar Falls Housing Commission is comprised of seven members appointed by the Mayor and approved by the City Council. The Commission acts as an advisory board to the City Council. Their role is to consider special projects for meeting the housing needs of low-income families, elderly and handicapped persons. They review projects and programs funded through the federal Community Development Block Grant awarded to Cedar Falls from the U.S. Department of Housing and Urban Development (HUD). They also hear matters related to the City's Housing Choice Voucher Program, which is a rental assistance program also funded with federal funds. In 2022 the City Council tasked the Housing Commission with furthering the Council goals related to housing as recommended by the Racial Equity Taskforce. The Commission continued that work in 2023. A specific achievement this year was the development of a Housing Needs Assessment for Cedar Falls, which is a tool that can now be used to guide decisions on housing development and needs in the community. The attached report contains a summary of the Housing Commission activities in 2023.

Cedar Falls Bicycle and Pedestrian Commission

In 2023, the former Bike and Pedestrian Advisory Committee, which was a fifteen member volunteer group that met monthly was re-constituted in October by City Council as an official City commission. The new Commission consists of 7 members appointed by the Mayor and approved by the City Council. Its mission is to improve the quality of life in Cedar Falls through increased opportunity for safe walking and bicycling as viable means of transportation, physical activity, and recreation. The Committee has focused on the essential elements, five categories known as the "Five E's", being Engineering, Education, Encouragement, Enforcement, and Evaluation. The 2023 Annual Report of Activities is attached for your review.

**CEDAR FALLS PLANNING AND ZONING COMMISSION
Annual Summary
2023**

January 11, 2023 – NO MEETING (no items)

January 25, 2023

- 1. PC-2 District Site Plan Review for (Building#2) 930 Viking Road (SP22-019) APPROVED.

February 8, 2023

- 1. Zoning Text Amendment – Expand list of potential conditional uses of defunct institutional buildings (TA22-005)..... SET PUBLIC HEARING.

February 22, 2023

MEETING CANCELLED DUE TO INCLEMENT WEATHER

March 8, 2023

- 1. Zoning Text Amendment – Expand list of potential conditional uses of defunct institutional buildings (TA22-005)..... APPROVED.
- 2. Rezoning from A-1 to R-2 – 14.08 acres of land west of Cypress Avenue and north of Tomahawk Lane (RZ22-004) SET PUBLIC HEARING.
- 3. Rezoning from A-1 to R-1 – 3.07 acres of land west of Hudson Road along Ashworth Drive (RZ23-001) SET PUBLIC HEARING.
- 4. Zoning Text Amendment – Modify sign allowance for Civic and Institutional Uses in the Downtown Character District (TA23-001)..... SET PUBLIC HEARING.
- 5. Final Plat – West Viking Road Industrial Park, Phase VI (FP22-006).....APPROVED.
- 6. Site Plan Review- for Triplex on Pinnacle Ridge First Addition, Lot 1 APPROVED.

March 22, 2023

- 1. Rezoning from A-1 to R-2 – 14.43 acres of land west of Cypress Avenue and north of Tomahawk Lane (RZ22-004) APPROVED.
- 2. Rezoning from A-1 to R-1 – 3.07 acres of land west of Hudson Road along Ashworth Drive (RZ23-001) APPROVED.

- 3. Zoning Text Amendment – Modify sign allowance for Civic and Institutional Uses in the Downtown Character District (TA23-001)..... APPROVED.
- 4. Minor Plat – Gateway Business Park Minor Plat of Lot 2 (MP23-001) APPROVED.

April 12, 2023

- 1. Right-of-Way Vacation – portion of Hudson Road near Ashworth North Subdivision (VAC23-001) APPROVED.

April 26, 2023

- 1. Hwy 1 District Site Plan Review – Southeast corner of Brandilynn Boulevard and Winterberry Drive for Popeyes Restaurant APPROVED.
- 2. MU District Site Plan Amendment – Valley Lutheran School - 4520 Rownd St..... APPROVED.

May 10, 2023

- 1. Land Use Map Amendment (LUMA) and Rezoning from C-1 to PC-2 for property at 702 LeClair Street and LUMA from “Low Density Residential” to “Neighborhood Commercial and Mixed Use” SET PUBLIC HEARING.
- 2. Zoning Code Text Amendment – Vinyl Siding Allowance in CD-DT..... SET PUBLIC HEARING.

May 24, 2023

- 1. Land Use Map Amendment (LUMA) from “Low Density Residential” to “Neighborhood Commercial and Mixed use” (LU23-001) and Rezoning from C-1 to PC-2 for property at 702 LeClair Street APPROVED.
- 2. Zoning Code Text Amendment – Vinyl Siding Allowance in CD-DT APPROVED FOR SINGLE UNIT AND TWO UNIT DWELLINGS.
- 3. Communication Tower at 4510 Chadwick Road WITHDRAWN.
- 4. Zoning Code Text Amendment – Parking and Minimum Building Height for Institutional Uses in CD-DT.....SET PUBLIC HEARING FOR PARKING AMENDMENT; BUILDING HEIGHT PROPOSAL TABLED FOR FURTHER STUDY.

June 14, 2023

- 1. Zoning Code Text Amendment – Parking for Institutional Uses in CD-DT APPROVED.

- 2. RP Master Plan Amendment – Autumn Ridge Development..... CONTINUED TO NEXT MEETING.
- 3. Preliminary Plat – Autumn Ridge 9th and 11th Additions..... CONTINUED TO NEXT MEETING.

June 28, 2023

- 1. RP Master Plan Amendment – Autumn Ridge Development..... CONTINUED TO NEXT MEETING.
- 2. Preliminary Plat – Autumn Ridge 9th and 11th Additions..... CONTINUED TO NEXT MEETING.

July 12, 2023 NO MEETING (no items)

July 26, 2023

- 1. RP Master Plan Amendment – Autumn Ridge Development - DISCUSSION DEFERRED TO 9/13/23 MEETING.
- 2. Preliminary Plat – Autumn Ridge 9th and 11th Additions - DISCUSSION DEFERRED TO 9/13/23 MEETING.
- 3. Preliminary Plat – Ashworth North Subdivision APPROVED.
- 4. Zoning Code Text Amendment – On-Street Parking as Shared Parking..... SET PUBLIC HEARING.

August 9, 2023 MEETING CANCELLED (due to publishing error by the Courier)

August 23, 2023

- 1. Zoning Code Text Amendment – On-Street Parking as Shared Parking..... RESET PUBLIC HEARING.
- 2. Master Plan Amendment– Arbors Subdivision APPROVED.
- 3. Preliminary Plat Amendment– The Arbors Subdivision APPROVED.

September 13, 2023

- 1. College Hill Neighborhood Design Review – Artwork at Pettersen Plaza..... APPROVED.

- 2. PC-2 Site Plan – 702 LeClair Street..... APPROVED.
- 3. MU District Master Plan Amendment – Pinnacle Prairie Townhomes, Phase I..... APPROVED.
- 4. Easement Vacation – W. Viking Road Industrial Park Phase V, Lots 17 & 18 APPROVED.
- 5. Zoning Code Text Amendment – On-Street Parking as Shared Parking..... DENIED.
- 6. RP Master Plan Amendment – Autumn Ridge Development DENIED.

September 27, 2023 – NO MEETING

October 11, 2023

- 1. College Hill Neighborhood Design Review – 2121 Walnut St. APPROVED.
- 2. Hwy-1 Commercial Site Plan – 703 Brandilynn Blvd. APPROVED.

October 25, 2023

- 1. College Hill Neighborhood Design Review – 423 W. 26th Street APPROVED

November 8, 2023

- 1. Preliminary and Final Plat for Autumn Ridge 12th Addition – 1.06 acres of property located east of Golden Lane..... APPROVED.
- 2. Land Use Map Amendment (LUMA) and Rezoning from R-1 & MU to RP for 54.79 acres of property located North of Aldrich Elementary School and South of W. Greenhill Road. LUMA from “Low Density Residential”, “Greenways & Floodplain Use” and “Neighborhood Commercial & Mixed Use” to “Low Density Residential Use and (a reduced) Greenways/Floodplain” SET PUBLIC HEARING.

November 21, 2023

- 1. Land Use Map Amendment (LUMA) and Rezoning from R-1 & MU to RP for 54.79 acres of property located North of Aldrich Elementary School and South of W. Greenhill Road. LUMA from “Low Density Residential”, “Greenways & Floodplain Use” and “Neighborhood Commercial & Mixed Use” to “Low Density Residential Use and (a reduced) Greenways/Floodplain” APPROVED.
- 2. College Hill Neighborhood Overlay District site plan for modification of a parking area – 2704 College Street APPROVED.

December 13, 2023

- 1. Final Plat – Ashworth North..... APPROVED

December 27, 2023

1. Preliminary Plat Amendment- West Fork Crossing APPROVED.
2. Final Plat – West Fork Crossing First Addition APPROVED.

2023 Planning & Zoning Commission Attendance

Chair: Amanda Lynch
 Vice Chair: Dave Hartley

	1/11	1/25	2/8	2/22	3/8	3/22	4/12	4/26	5/10	5/24	6/14	6/28	Mid-year tally	7/12	7/26	8/9	8/23	9/13	9/27	10/11	10/25	11/8	11/21	12/13	12/27	Total Ratio	% Attend			
Alberhasky	NO MEETING	NA	NA	MEETING CANCELED	NA	NA	NA	NA	NA	X	X	A	2/3	NO MEETING	A	NO MEETING	X	X	NO MEETING	X	X	X	X	X	X	12/12 w/ 2 A's	100%			
Crisman		X	X		X	X	O	X	X	X	X	X	X		9/10		X	O		X	X	X	X	O	16/19	84%				
Grybovych		X	O		X	X	X	X	O	X	X	X	X		8/10		X	X		O	X	O	X	14/19	74%					
Hartley		X	X		X	O	X	X	X	O	X	X	X		8/10		X	X		X	X	X	X	X	17/19	89%				
Larson		X	X		X	X	O	X	X	X	X	X	A		8/10		A	X		X	X	R	R	R	14/15 w/ 2 A's	93%				
Leeper		X	O		X	X	O	O	X	X	X	X	X		7/10		X	X		X	X	O	O	X	O	13/19	68%			
Lynch		O	X		X	X	O	X	O	X	O	X	X		7/10		X	X		X	X	O	O	O	O	12/19	63%			
Moser		X	X		O	X	X	X	X	O	X	X	X		8/10		X	X		X	X	X	X	X	X	X	X	16/19	84%	
Stalnaker		NA	NA		NA	NA	NA	NA	NA	NA	X	X	X		3/3		X	X		X	X	X	X	X	X	X	X	X	12/12	100%

- X - Indicates Present
- O - Not Present
- NA - Not Appointed
- R - Resign
- A - Abstain
- S - Sick

CEDAR FALLS BOARD OF ADJUSTMENT
Annual Summary
2023

January 17, 2023 – No Meeting

February 21, 2023 – No Meeting

March 21, 2023 – NO Meeting

April 18, 2023 – No Meeting

May 16, 2023 – No Meeting

May 31, 2023

City Attorney Kevin Rogers did a presentation to the Board on the function and role of the Board of Adjustment. Key topics covered were the differences between a special exception request, conditional use request, and a variance request. Also discussed was the process of appeal to an administrative decision made by the Community Development Department pertaining to the Code of Ordinances.

June 20, 2023

1. A variance request by Travis Carolan at 422 Iowa Street for relief from Sec. 26-193.5(F)(b)(iv) prescribed parking setback. - **Approved**
2. A conditional use request by McKenna Pryor at 209 Walnut Street to allow the adaptive reuse of a defunct institutional building, a former church, as a salon/personal service use. - **Approved**

July 18, 2023 – No Meeting

August 15, 2023

A conditional use request by Juli and Dan Morris at 701 W 6th Street to allow the adaptive reuse of a defunct institutional building, a former church, as a personal service use. - **Approved**

September 19, 2023 – No Meeting

October 17, 2023 – No Meeting

November 21, 2023 – No Meeting

December 19, 2023 – No Meeting

Chair: Mike Mangin
 Vice Chair: Jennifer Rasmussen

BOARD OF ADJUSTMENT ATTENDANCE JANUARY 2022 THROUGH DECEMBER 2022														
	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	June 2023	July 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov. 2023	Dec. 2023	Total Ratio	% Attend.
Beach	/	/	/	/	X	X	/	X	/	/	/	/	3/3	100%
Lang	/	/	/	/	X	X	/	X	/	/	/	/	3/3	100%
Mangin	/	/	/	/	O	X	/	X	/	/	/	/	2/3	67%
Miller	/	/	/	/	X	X	/	X	/	/	/	/	3/3	100%
Rasmussen	/	/	/	/	O	O	/	X	/	/	/	/	1/3	33%
Sorensen	/	/	/	/	X	X	/	X	/	/	/	/	3/3	100%
Hibben	*	*	/	/	X	X	/	X	/	/	/	/	3/3	100%

X = Present
 O = Not Present
 / = No Meeting

CEDAR FALLS HISTORIC PRESERVATION COMMISSION 2023 Annual Summary.

January 10, 2023

- Commission discussed a new educational project; a historic tour of homes around Seerley Park on College Hill; UNI students to help promote the event.
- Commission discussed applying for a CLG grant to conduct a recon survey of the Overman Park neighborhood.

February 14, 2023

- Updates on the Seerley Park Neighborhood walking tour to include 8 houses with unique architectural styles.
- The Commission discussed and approved the annual CLG report
- Commission elected Julie Etheredge as Chair and Sally Timmer as the Vice Chair for the commission for 2023.

March 14, 2023

- Seerley Park Historic Tour date set for May 25, 2023. Commission discussed the ways to continue to promote the event.

April 11, 2023

- UNI Student representative presented the draft work on developing a brochure and the poster for the Seerley Park Neighborhood Walking Tour, including a digital (e-map) version. It is hoped that this will encourage younger generations to attend such events and learn about area history.
- The commission discussed the possibility of sending a pre-application for the CLG grant application for the recon survey of the Overman Park District in June to get feedback from SHPO before submitting the formal application.

May 09, 2023

- Commission discussed logistics of the Seerley Park Neighborhood Tour, assigned duties and last push to promote the event.

June 13, 2023

- Debrief on the successful Seerley Park Neighborhood Walking Tour.
- The Commission shared the experience of attending the Preserve Iowa Summit in Sioux City and highlighted learnings.

July 11, 2023

- Representative from Cedar Valley Historical Society, which is a group of 50-60 people that meets regularly to learn about historical facts in Cedar Valley, invited the commission to present an educational project at an upcoming meeting.
- The Commission brainstormed several ideas for new educational projects in North Cedar, the downtown area, and buildings on the UNI campus.

August 08, 2023

- The City Attorney gave a presentation about the Commission's role, and the resources available for commission members from the City and introduced the City's DEI Specialist.
- Commission committed to giving a presentation on the recently completed "Seerley Park Tour" to the Cedar Valley Historic Preservation group on November 28th, 2023 at the Grout Museum, Waterloo.

September 12, 2023

- Discussed additional possibilities to improve traffic to the webpage.
- Discussion of possibilities for future educational projects in different areas of town including touring some of the historical houses on 2nd Street, developing a "Main Street 360" style digital page that shows a timeline of different eras like the Fortepan Iowa website but limited to Cedar Falls, looking at North Cedar Neighborhood area and Sartori Park area for possible new tours.

October 10, 2023

- Staff is working with the Visitor and Tourism office to revise brochures from past educational tours to put on the webpage.
- The commission reported on discussions with the North Cedar Neighborhood Association to collaborate on a historic neighborhood tour and what sites might be highlighted.
- The Commission noted 8-10 houses on 2nd Street with unique architectural styles and different housing types that could be featured on a future walking tour.

November 14, 2023

- Commission approved the draft application for the CLG grant to be submitted for pre-review with SHPO and also a memo that would be submitted to seek City Council support for submitting the application to SHPO.
- Commission discussed updating Eddie Bowle's write-up and resources on the webpage as part of updating digital records of historical resources.
- Commission reviewed resources for the proposed educational event in the North Cedar Neighborhood area.
- Representatives from the North Cedar Neighborhood Association committed to helping with the research and the tour.

December 12, 2023

- Commission discussed updating the webpage with Eddie Bowles's information and links that can be shared with the Visitors and Tourism website.
- Representative from North Cedar Neighborhood Association attended to continue discussion on sites for the tour of North Cedar, including several parks, and Eddie Bowles' cabin. Tentative date set for May 2024.
- City staff discussed compiling the annual CLG report and work plan for 2024 that will have to be submitted to SHPO. Staff asked the commission to review the report, form a work plan, and finalize the same at their next meeting.

**HISTORIC PRESERVATION COMMISSION
ATTENDANCE JANUARY 2023 THROUGH DECEMBER 2023**

	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	June 2023	July 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov. 2023	Dec. 2023	Total Ratio	% Attend.
Sally Timmer (Vice Chair)	X	X	X	X	X	X	X	X	X	X	X	X	12/12	100%
Julie Etheredge (Chair)	X	X	X	O	X	X	X	O	X	O	X	X	9/12	75%
Michael Mahncke	O	X	X	X	X	X	O	X	O	X	X	X	9/12	75%
Lindi Roelofse	X	X	X	X	X	X	X	O	O	O	O	X	8/12	67%
Jim O'Loughlin	X	X	O	O	X	X	X	X	X	X	X	X	10/12	83%

X = Present
O = Not Present

CEDAR FALLS BOARD OF RENTAL HOUSING APPEALS 2023 Annual Summary

Following is a summary of appeals to the Board of Rental Housing Appeals (BRHA). These are appeals of decisions made by the Group Rental Committee regarding maximum occupancy of a rental unit based on regulations in City Code Chapter 11, Article II, Minimum Rental Housing Code. Note that the Group Rental Committee is not authorized to grant higher occupancy where the lot or rental unit does not meet minimum standards, but informs applicants of their right to appeal to the BRHA. Staff provides analysis and recommendation to the BRHA based on the characteristics of the site and carrying capacity of the property. The occupancy listed in the table is the number of adult occupants approved by the BRHA:

Date of Appeal	Address	Owner	Requested Occupancy	Occupancy Approved for
2/6/23	1227 W 22 nd Street	Korbin Hoffmann	4	4
2/6/23	1116 W 22 nd Street	Warren Freeman	4	4
7/17/23	2824 Cottage Row Road	Laura Ann O'Brien	12	4
8/21/23	218 Oregon Street	Josh and Sarah Bey	4	4

BOARD OF RENTAL HOUSING APPEALS ATTENDANCE JANUARY 2023 THROUGH DECEMBER 2023														
	Jan. 2023	Feb. 6 2023	Mar. 2023	Apr. 2023	May 2023	June 2023	July 17 2023	Aug. 21 2023	Sep. 2023	Oct. 2023	Nov. 2023	Dec. 2023	Total Ratio	% Attend.
Cindy Wiles	No meeting	X	No meeting	No meeting	No meeting	No meeting	X	X	No meeting	No meeting	No meeting	No meeting	3/3	100%
Kim Kranz		X					X	3/3					100%	
Mary Jane McCollum		X					X	3/3					100%	
Dan Berregaard		X					X	3/3					100%	
Bruce Wingert		X					X	3/3					100%	
Vacant Seat		N/A					N/A	N/A					N/A	
Vacant Seat		N/A					N/A	N/A					N/A	

X = Present
O = Not Present

**CEDAR FALLS HOUSING COMMISSION
Annual Summary
2023**

January 18, 2023- No Meeting- Lack of Quorum

February 15, 2023

- 1. Work related to City Council Goals on Housing..... DISCUSSION
- 2. Update on CDBG projects DISCUSSION
- 3. Home American Rescue Plan (ARP) APPROVED
- 4. Amend Contract for EMBARC (now RIVA) APPROVED
- 5. Housing Choice Voucher Status Report DISCUSSION
- 6. Appoint Chair and Vice Chair.....APPOINTED

March 15, 2023- No Meeting- Lack of Quorum

April 19, 2023

- 1. Housing Needs Assessment APPROVED

May 17, 2023

- 1. FFY22 CDBG Annual Action Plan -Background and Introduction.....DISCUSSION

June 21, 2023

- 1. FFY22 CDBG Annual Action PlanAPPROVED
- 2. Owner-Occupied Rehab Project Bluff Street..... APPROVED
- 3. Owner-Occupied Rehab Project Calumett Drive..... APPROVED
- 4. Housing Choice Voucher Status Report DISCUSSION

July 19, 2023

- 1. Overview of Building Code Requirements with Building Official DISCUSSION
- 2. 2024-2028 Consolidated Plan Update DISCUSSION
- 3. Housing Choice Voucher Status Report DISCUSSION

August 16, 2023

- 1. Update from the CFEDCDISCUSSION
- 2. Housing Choice Voucher Status Report DISCUSSION

September 20, 2023

- 1. Rental Rehab project of W 4th StreetAPPROVED
- 2. Review Recommendations of the Housing Needs Assessment..... DISCUSSION
- 3. Housing Choice Voucher Status Report DISCUSSION

October 18, 2023

- 1. FFY 2023 CAPER (year-end report for CDBG activities).....APPROVED
- 2. City Council Goals related to Housing and Review of Work Completed..... DISCUSSION

3. Housing Choice Voucher Status Report..... DISCUSSION

November 15, 2023

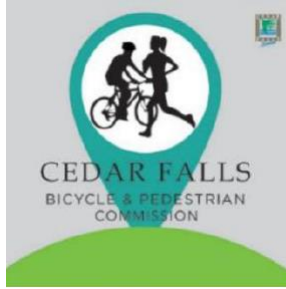
- 1. Review Letter to City Council on Housing GoalsAPPROVED
- 2. Owner-Occupied Rehab project on Bluff St.....APPROVED

December 21, 2023- No Meeting

Chair: Gary Winterhof
 Vice Chair: Craig Fairbank

HOUSING COMMISSION ATTENDANCE JANUARY 2023 THROUGH DECEMBER 2023														
	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	June 2023	July 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov. 2023	Dec. 2023	Total Ratio	% Attend.
Fairbanks	No Meeting	X	No Meeting	O	X	X	X	X	X	X	X	No meeting	8/9	89%
Larson		X		X	O	X	O	X	X	X	7/9		78%	
Pearce		X		X	X	X	X	X	X	X	9/9		100%	
Winterhof		X		O	X	X	X	X	X	X	8/9		89%	
Vacant		NA		NA	NA	NA	NA	NA	NA	NA	NA			

X = Present
 O = Not Present
 R = Resigned
 NA = Not Appointed



**ANNUAL REPORT for Calendar Year 2023
Cedar Falls Bicycle and Pedestrian Commission**

Commission Members:

John DeGroot
 Andrew Shroll: Chair
 Roger White
 Jack Yates: Vice Chair
 Lauri Young
 (open position)
 (open position)

Liaisons:

Chris Sevy: Cedar Falls Planning
 Matt Tolan: Cedar Falls Engineering
 Zach Ladage: Cedar Falls Public Safety
 Austin Lechtenberg: Cedar Falls Public Safety
 Aldina Dautović: INRCOG
 Jenifer Smith: Cedar Falls Schools
 Gretchen Harken: Cedar Valley Cyclists
 Roger White: Cedar Valley Bicycle Collective
 (open): Cedar Valley Association for Soft Trails

MEETING SCHEDULE: Meetings are held monthly at the Cedar Falls City Hall Conference Room 2 on the first Tuesday of each month from 5:15 to 6:30 pm.

MISSION STATEMENT: The mission of the Bicycle and Pedestrian Commission is to improve the quality of life, general health, safety, and welfare in Cedar Falls through the increased opportunity for safe walking, bicycling, and other active modes as viable means of transportation and physical and recreational activity.

ANNUAL REPORT

Accomplishments in 2023

1. Applied for and received Bronze level Bicycle Friendly Community status
2. Council approved conversion from committee to Commission
3. Provided input on Code and Bylaws for conversion to Commission
4. Reviewed Black Hawk County MPO 2050 Long-Range Transportation Plan
5. National Bike Month activities, including Safe Routes to School volunteering
6. Launched Walking subcommittee
7. Launched shared lane markings subcommittee
8. Initiated grant project proposal rankings for 2024 applications
9. Maintained a list of network concerns and provided recommendations
10. Contributed multiple *Currents* articles
11. Continued to grow the positive and productive relationship with City staff

Committee Recommendations for City and status as of end of 2023

1. Elevate the Cedar Falls Bicycle / Pedestrian Advisory Committee to a standing committee similar to current boards and commissions	Complete
2. Amend Bicycle Ordinance based on committee recommendations	Discussed but not completed
3. Adopt clearly stated policy that bicycles "May Use Full Lane" without sharrow	Not completed
4. Monitor pedestrian/motor vehicle and bicycle/motor vehicle collision and injury statistics	Not completed
5. Provide staff time to serve as Bicycle/Pedestrian Program Manager(s)	Met in 2023, maintain in 2024
6. Summarize design processes for sidewalks and trails	Discussed but not completed in 2023

Goals for 2024

1. Deliver on Walking/Pedestrian subcommittee Year 1 goals
2. Recommend comprehensive shared lane network signage
3. Monitor, recommend, and track resolutions to trail and sidewalk concerns
4. Provide e-bike safety education campaign
5. Substantive in-person activities focusing on the “Five E’s” for creating safe and useable accommodations for bicyclists and pedestrians:

ENGINEERING – Creating safe and convenient places to walk, ride and park

EDUCATION – Giving people of all ages and abilities the skills and confidence to ride and walk, including awareness for motorists in sharing the road

ENCOURAGEMENT – Creating a strong bike and pedestrian culture that welcomes and celebrates both modes of transportation

EQUITY & ACCESSIBILITY – A bicycle and pedestrian-friendly community for everyone

EVALUATION & PLANNING – Planning for bicycling and walking as safe, viable transportation options


Long-term Goals

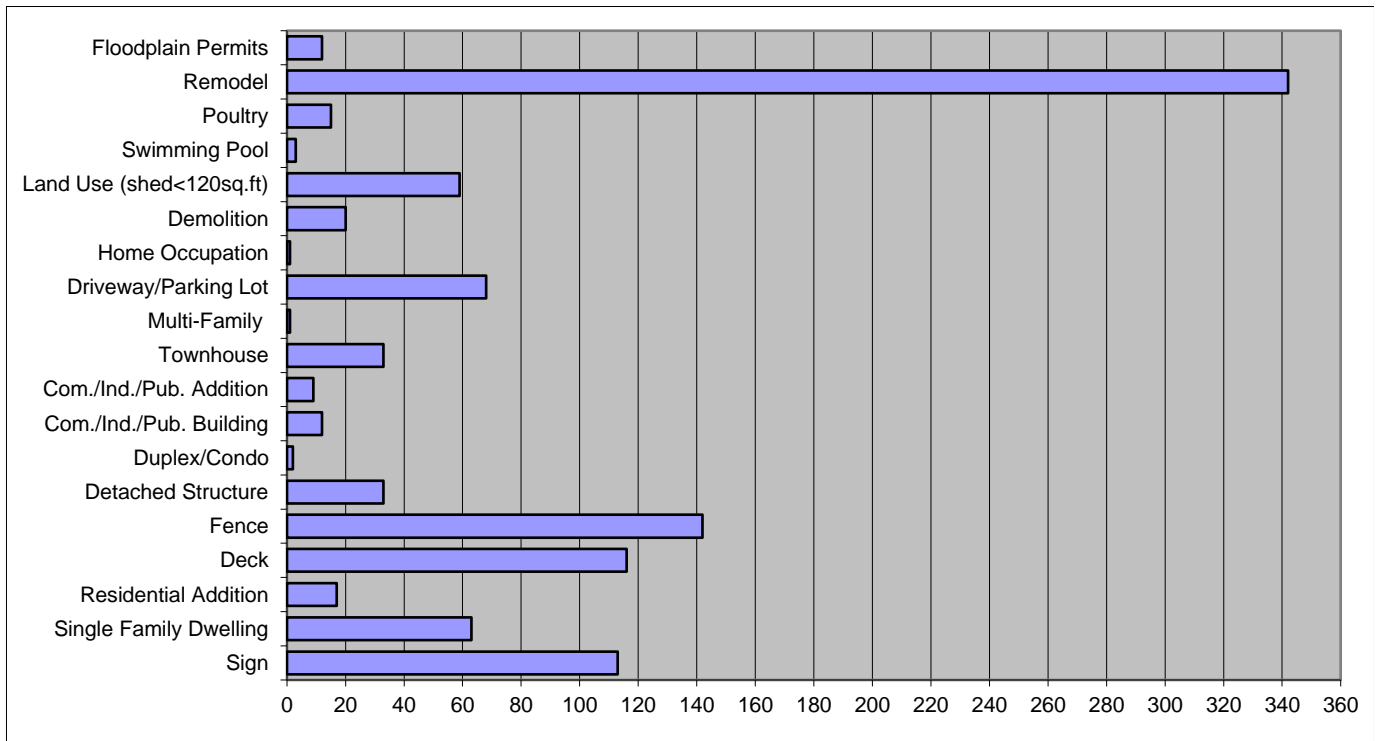
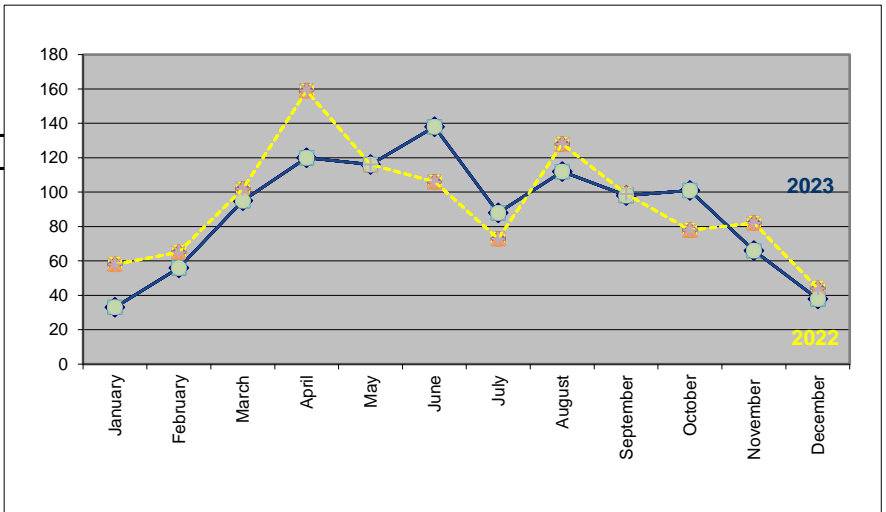
1. Increase continuity and safety of bicycle routes for transportation
2. Increase walkability and pedestrian friendliness in Cedar Falls
3. Implement recommendations captured in Bicycle Network Plan and Metropolitan Pedestrian Master Plan
4. Recommend grant funds for bicycle and pedestrian intersection and connectivity improvements
5. Obtain Silver Bicycle Friendly Community status for Cedar Falls
6. Update neighborhood design standards to include bicycle and pedestrian accommodations and walkable community zoning practices

BICYCLE AND PEDESTRIAN COMMISSION							
ATTENDANCE JANUARY 2023 THROUGH DECEMBER 2023							
	John Degroote	Andrew Shroll	Roger White	Jack Yates	Lauri Young	Vacant Seat	Vacant Seat
January 3, 2023	X	X	X	X		N/A	N/A
February 7, 2023	X		X	X		N/A	N/A
March 7, 2023	X	X		X	X	N/A	N/A
April 4, 2023	X	X	X	X		N/A	N/A
May 2, 2023	X	X		X	X	N/A	N/A
June 6, 2023	X	X	X	X	X	N/A	N/A
July 4, 2024	No meeting						
August 1, 2023		X	X	X	X	N/A	N/A
September 5, 2023	X	X	X	X		N/A	N/A
October 3, 2023	X	X	X	X	X	N/A	N/A
November 7, 2023	X	X		X	X	N/A	N/A
December 5, 2023	X	X	X	X		N/A	N/A
Total Ratio:	10/11	10/11	8/11	11/11	6/11	N/A	N/A
% Attend:	91%	91%	73%	100%	55%	N/A	N/A

Note: The months detailed prior to October are for informational purposes only and they reflect the historical attendance of current members but not all members of the previous Bicycle and Pedestrian Advisory Committee which was dissolved as of the Commission's inaugural meeting on October 3, 2023.

LAND USE PERMITS ISSUED IN THE 2023 CALENDAR YEAR BY THE PLANNING DIVISION FOR THE CITY OF CEDAR FALLS

PERMIT CATEGORY	TOTAL	C · E · D · A · R	MONTH	2023	2022
Sign	113		January	33	58
Single Family Dwelling	63		February	56	65
Residential Addition	17		March	95	102
Deck	116		April	120	159
Fence	142		May	116	116
Detached Structure	33		June	138	106
Duplex/Condo	2		July	88	73
Com./Ind./Pub. Building	12		August	112	128
Com./Ind./Pub. Addition	9		September	98	99
Townhouse	33		October	101	78
Multi-Family	1		November	66	82
Driveway/Parking Lot	68		December	38	44
Home Occupation	1	Total	1061	1110	
Demolition	20				
Land Use (shed<120sq.ft)	59				
Swimming Pool	3				
Poultry	15				
Remodel	342				
Floodplain Permits	12				
Total	1061				



From: Gina Weekley <Gina.Weekley@cedarfalls.com>

Sent: Wednesday, February 7, 2024 3:20 PM

To: Danny Laudick <Danny.Laudick@cedarfalls.com>; Sonja Bock <Sonja.Bock@cedarfalls.com>; Chelsie Luhring <Chelsie.Luhring@cedarfalls.com>

Subject: Resignation from Human Rights Commissioner Role

Hello Mayor Laudick, Commission Bock, and Chelsie,

I hope this message finds you well. It is with a heavy heart that I write to resign from my position as Human Rights Commissioner for Cedar Falls, Iowa. It has been an honor and privilege to serve the community in this capacity, and I am grateful for the opportunity to have contributed to the important work of advancing human rights and social justice in our city.

However, as much as I have cherished this role, I find myself in a position where I must prioritize other commitments in my life. Pursuing a doctoral degree, balancing full-time employment, and fulfilling parental responsibilities have become increasingly demanding, leaving me unable to dedicate the time and energy necessary to fulfill my duties as a Human Rights Commissioner effectively.

Please understand that this decision was not made lightly. I have thoroughly considered my options and concluded that stepping down from my position is the most responsible course of action at this time. While I may no longer be able to serve in an official capacity, please know that I remain deeply committed to supporting the vital work of the Human Rights Commission in whatever capacity my schedule allows.

I am grateful for the support and camaraderie of my fellow commissioners and the invaluable contributions of our dedicated staff. It has been a pleasure to collaborate with such passionate individuals who share a common goal of promoting equality and inclusivity in our community.

Once again, I extend my heartfelt gratitude for the opportunity to serve as a Human Rights Commissioner for Cedar Falls. It has been a privilege to work alongside such dedicated individuals and contribute to the advancement of human rights in our community.

Thank you for your understanding and support.

Best,
Gina Weekley



MAYOR DANNY LAUDICK

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

FROM: Mayor Danny Laudick 

TO: City Council

DATE: February 19, 2024

SUBJECT: Appointment of Planning and Zoning Commissioners

REF: (a) Code of Ordinances, City of Cedar Falls §18-19: Planning and Zoning Commission
(b) Iowa Code §69.16A: Gender Balance

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following individuals for appointment to the Planning and Zoning Commission:
 - a. Gordon Sorensen - for a vacancy of a term expiring 11/01/2025
 - b. Maureen Henderson – for a vacancy of a term expiring 11/01/2026
 - c. Brent Johnson - for a vacancy of a term expiring 11/01/2028
2. These appointments would maintain gender balance on the Planning and Zoning Commission, as required by reference (b).
3. In accordance with the Committee of the Whole decision on December 5, 2022, the candidates will not be required to attend another formal interview with council, but will instead be invited to attend the council meeting to be recognized and to answer any council questions before their confirmation vote, as desired by Council.

Encl: Applications for Gordon Sorensen, Maureen Henderson, and Brent Johnson.

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

###



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: Gordon L Sorensen Gender: M Date: 1/24/24
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: RE/MAX CONCEPTS / Sorensen Partners Position/Occupation: Realtor/ Builder

If Cedar Falls resident, length of residency: 57 years City Ward: 2 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
- Bicycle & Pedestrian Commission
- 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).

Current member of the Cedar Falls Community Credit Union Board of Directors
Current member of the Iowa Association of Realtors Communications Committee
Past Church Council President 2017-2023
Past Lions Club President 2021-2022
Current Board of Directors for the Cedar Falls Lions Club
Volunteer for Habitat for Humanity, NEI Food Bank, Magical Mix Kids event

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

I have been a Builder/ Developer of both residential and commercial projects
As a REALTOR I understand projects and development from a clients point of view.

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

I am born and raised in Cedar Falls and want to see our city grow and prosper. Development and progress are the cornerstones of a growing and surviving city.

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.

As a REALTOR, I may from time to time be representing a client that has a project in Cedar Falls looking for approval.



PLANNING & ZONING COMMISSION CANDIDATE QUESTIONNAIRE

Name: *Coor die Sorensen*

Date: *11/29/24*

Can you regularly attend commission meetings on the 2nd and 4th Wednesdays of the month at 5:30pm? Yes No

1. Why are you interested in serving on the Planning and Zoning Commission?

I am a life long resident of Cedar Falls and want to help be part of growing the city to its potential.

2. What do you believe is the purpose and value of the Planning and Zoning Commission?

To maintain consistancy across the city & to make recommendations to Council on development.

3. What is the city's appropriate role in community growth, as it relates to planning and zoning?

I believe our city needs to take a proactive role in creating residential & commercial zones to help developers.

4. Staff is charged with using the ordinances and their professional experience to evaluate proposals on the factors set forth in City ordinances and adopted plans. Describe your experience reviewing reports, developing analytical questions, and respectfully discussing that in a meeting. How would you be part of that dialogue?

I have done development myself, also reviewed 1000's of blueprints & development concepts.

5. What resources and activities would you use to be an informed Planning and Zoning commissioner?

I would use plans, maps & I like to visit the site to get a better idea of scope and surroundings.

6. Please list your organizational and relational connections which might pose potentials conflict of interest for items under consideration by the Planning and Zoning Commission.

I am a Realtor and could be involved with a client that has a project.



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: Maureen H. Henderson Gender: F Date: January 23, 2021
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: Symetra Financial Corporation Position/Occupation: SVP & Chief Compliance Officer

If Cedar Falls resident, length of residency: 4.5 years City Ward: 2 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
- Bicycle & Pedestrian Commission
- 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).

I currently serve on the Cedar Falls Community Foundation Board including Chair of the Finance Committee. I have been on the Board for over two years. My husband and I have contributed financially to the CFCF Children and Welfare Fund and the CF Pickleball fund. I am very active in the CF Pickleball Club.

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

I have been an attorney for 35 years and am admitted in Iowa, North Carolina, Connecticut and New Hampshire. I practiced law in NH at a firm that had an extensive zoning practice including representing multiple towns. In addition to supporting this work, I extensively handled real estate transactions.

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

Being relatively new to Cedar Falls, I want to give back to the Community to make our City even better. Since my children are grown, I have more capacity to contribute my time v. only financial support.

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.

I am on the CF Community Foundation Board of Directors.



PLANNING & ZONING COMMISSION CANDIDATE QUESTIONNAIRE

Name: Maureen Henderson

Date: January 25, 2024

Can you regularly attend commission meetings on the 2nd and 4th Wednesdays of the month at 5:30pm? Yes No

1. Why are you interested in serving on the Planning and Zoning Commission?

I am interested in furthering the long term interests of Cedar Falls and its citizens. I also have some potential future interest in running for City Council and thought this would be a good entry into local government. Early in my law career, my firm represented both municipalities and developers, so I have experience in balancing the city's interest v. developers.

2. What do you believe is the purpose and value of the Planning and Zoning Commission?

Pursuant to the Cedar Falls website, "The commission reviews and provides recommendations to the City Council on a variety of planning-related matters. These include: implementation of the Comprehensive Plan, changes to zoning and subdivision ordinances, review of preliminary and final plats for subdivisions, development site plans, rezoning requests, public right-of-way vacations, easement vacations, and facade change requests."

3. What is the city's appropriate role in community growth, as it relates to planning and zoning?

The city's role is to implement Cedar Falls' Comprehensive Plan, oversight of ordinances, and general oversight of development and advocating for the betterment of the citizens of Cedar Falls.

4. Staff is charged with using the ordinances and their professional experience to evaluate proposals on the factors set forth in City ordinances and adopted plans. Describe your experience reviewing reports, developing analytical questions, and respectfully discussing that in a meeting. How would you be part of that dialogue?

Prior to becoming Chief Compliance Officer of life insurance companies, I practiced law in both NH and CT. I routinely review and write reports, using analytical questions and interpreting regulations.

5. What resources and activities would you use to be an informed Planning and Zoning commissioner?

I will become familiar with the Comprehensive Plan prior to my tenure. Further, I will use/leverage all of the materials available to me from the participants as well as past activities/actions of the Planning and Zoning Commission.

6. Please list your organizational and relational connections which might pose potentials conflict of interest for items under consideration by the Planning and Zoning Commission.

I am on the Cedar Falls Community Foundation Board.



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: **Brent Johnson** Gender: **M** Date: **1/9/2024**
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: **Bike Tech** Position/Occupation: **Owner**

If Cedar Falls resident, length of residency: **20+** 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).

Community Main Street - current president; Cedar Falls VTB - board; Cedar Falls Development Group (old post office project) - member; Cedar Valley Assoc for Soft Trails (CVASt) - co-founder, past BOD; Cedar Trails Partnership - past BOD

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

residential and commercial property owner with rental experience, knowledgeable about commercial renovations and historic properties

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

advance development in the downtown, College Hill areas and industrial, provide input on development of updated City code

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.

primary leaseholder of Cedar Falls Development Group/Old Post Office (Bike Tech, 217 Washington St)

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

February 14, 2024

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

Dear Mayor Laudick and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved and authorized administration of an interview testing instrument for the promotional position of Wastewater Treatment Plant Operator II. An applicant meeting the minimum qualifications of the position, including possession of, or ability to obtain, a current State of Iowa Wastewater Treatment Operator Grade II certificate was interviewed. Listed below are the names of the candidates and their average interview scores. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

Rank	Name	Combined Average Interview Scores
1	Jeremy Northrup	50
2	John Koch	46
3	Keith Lewis	45
4	Joe Tegtmeier	43

Respectfully Submitted,


Paul Lee, Commission Chairperson


Crystal Ford, Commissioner


Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk
Cc: Chase Schrage, Director of Public Works
Tyler Griffin, Water Reclamation Manager
Quinn Aalfs, Water Reclamation Supervisor
Civil Service Records

Instructions on the reverse side

For period (MM/DD/YYYY) 03 / 01 / 2024 through June 30, 2024

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

Business Information:

Trade name/Doing business as: CASEY'S MARKETING COMPANY/DBA CASEY'S #4279
Physical location address: 1620 W 1ST ST City: CEDAR FALLS ZIP: 50613
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Business phone number: (319) 380-5167

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Phone number: 515-381-5974 Fax number: 515-446-6303 Email: licensingteam@caseys.com

Retail Information:

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

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

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

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

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

Name (please print): DOUGLAS BEECH, AST. SEC FOR CASEY'S MKTG CO. Name (please print): _____
Signature: *Douglas M. Beech* Signature: _____
Date: 2/02/2024 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

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

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



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Laudick and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Police Chief
Date: February 12, 2024
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C retail alcohol - renewal.
- b) Cottonwood Canyon, 419 Washington Street, Special Class C retail alcohol & outdoor service - renewal.
- c) The Wine Shop, 305 Main Street, Special Class C retail alcohol & outdoor service - renewal.
- d) Chad's Pizza & Restaurant, 909 West 23rd Street, Class C retail alcohol - renewal.
- e) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C retail alcohol - renewal.
- f) Casey's, 1620 West 1st Street, Class E retail alcohol - new.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: February 7, 2024
SUBJECT: Water Service Territory Transfer Agreement

Please find attached a Water Service Territory Transfer Agreement between Iowa Regional Utilities Association (“IRUA”) and the City related to rights to provide water services to several parcels along South Union Road that the City has acquired and in one case plans to acquire. These parcels are planned to be annexed into the City and added to the West Viking Road Industrial Park.

The reason this agreement is necessary is that the parcels are currently part of IRUA’s rural water service territory and such territory is protected under federal law. As a consequence, the City must acquire those rights at fair value so that IRUA’s water service infrastructure can be dismantled and service rights transferred to the City.

Note that USDA and Co-Bank must approve the agreement and are therefore additional signatories. All parties have approved the agreement.

The City previously entered into a similar agreement with IRUA with respect to property acquired by the City nearby.

I recommend approval by Council of this agreement.

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

Thank you.

WATER SERVICE TERRITORY TRANSFER AGREEMENT
BETWEEN
IOWA REGIONAL UTILITIES ASSOCIATION
AND
CITY OF CEDAR FALLS, IOWA

This Agreement is made and entered into by and between Iowa Regional Utilities Association (“IRUA”), and the City of Cedar Falls, Iowa (“Cedar Falls” or the “City”) (and deemed effective as of the last date signed by a signatory hereto - i.e. the “Effective Date”).

WHEREAS, IRUA is an Iowa non-profit corporation that is a federally indebted rural water association under 7 U.S.C. § 1926(b) which provides public water supply services to customers in Black Hawk County, Iowa; and

WHEREAS, Cedar Falls is a municipal corporation located in Black Hawk County, Iowa, whose municipal water utility, Cedar Falls Utilities, provides public water supply services to customers in Cedar Falls; and

WHEREAS, Cedar Falls has recently purchased approximately 4.85 acres of land consisting of two parcels, legally described as “City Property” in Exhibit “A” attached and also as generally depicted as “City of Cedar Falls” in Exhibit “B” attached (hereinafter the “Purchased Property”); and

WHEREAS, Cedar Falls intends to acquire an additional .50 acres of land adjacent to the City Property consisting of one parcel, legally described as “Gaffney Property” in Exhibit “A” attached and also as generally depicted as “Jerome & Cynthia Gaffney” in Exhibit “B” attached (hereinafter the “Gaffney Property”); and

WHEREAS, the Purchased Property and the Gaffney Property may be subject to development and/or annexation in the future by Cedar Falls; and

WHEREAS, IRUA claims the exclusive right to provide public water supply services to the Purchased Property and the Gaffney Property; and

WHEREAS, IRUA and Cedar Falls have agreed upon a compensation amount due IRUA for Cedar Falls to acquire the exclusive right to provide public water supply services to the Purchased Property and the Gaffney Property, and now wish to reduce their agreement to writing.

NOW, THEREFORE, in and for consideration of the mutual releases, covenants, and undertakings hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IRUA and Cedar Falls agree as follows:

1. Payment. In exchange for the promises and releases made herein and subject to the approvals set forth in Paragraph 5 below, Cedar Falls shall pay to IRUA the lump sum of Twenty-Five Thousand Thirty-Seven and 29/100 Dollars (\$25,037.29) within thirty (30) days of approval of this Agreement by the City Council of Cedar Falls. Such payment shall be made to the address listed for IRUA in Paragraph 10 below. Except as required in Paragraph 3 below, no other payment of damages, costs, fees, expenses or any other amount shall be made to IRUA in connection with public water supply services for the Purchased Property and the Gaffney Property.

2. Release and Relinquishment of Service Rights; Conveyance. In exchange for the payment described in Paragraph 1 above, IRUA permanently and irrevocably releases and relinquishes all of IRUA's right, title, and interest to provide public water supply services to the Purchased Property and the Gaffney Property. In further exchange for such payment, IRUA conveys, assigns and transfers to Cedar Falls any and all rights IRUA may have to provide public water supply services to the Purchased Property and the Gaffney Property.

3. Capping of Existing Service Line. The parties acknowledge that IRUA owns a water service line and meter pit housing a meter and valves within the Purchased Property serving the property located at 2617 S. Union Road (County Parcel 891434301005). Within 180 days of the Effective Date, IRUA shall dig down to the water main at the service line connection (on the west side of the road) and disconnect and cap the service line and retrieve the meter and valves from the meter pit. The capped service line and meter pit shall be allowed to remain in place and shall be considered abandoned by IRUA and deemed transferred by IRUA to the City immediately upon completion of the work by IRUA called for in this paragraph and thereafter the City shall be deemed the owner thereof and shall hold IRUA harmless from all claims related thereto. The City agrees to pay \$1,750 to IRUA to complete this work.

4. Non-precedential. IRUA and Cedar Falls agree that this Agreement is based on the unique circumstances of the Purchased Property and the Gaffney Property, and without regard to a per acre valuation of water service territory rights or the provisions of Iowa Code § 357A.21.

5. Approvals. This Agreement is subject to approval by:

a. IRUA, the United States Department of Agriculture and CoBank, ACB, f/k/a National Bank for Co-operatives, and this Agreement shall not be deemed effective until such approvals have been obtained. In the event that either IRUA or the United States Department of Agriculture or CoBank, ACB, f/k/a National Bank for Co-operatives does not approve this Agreement, then the same shall be

deemed void and of no force and effect. IRUA agrees to diligently and expeditiously seek those approvals.

b. The City Council of Cedar Falls and this Agreement shall not be deemed effective until such approval has been obtained. In the event that the City Council does not approve this Agreement then the same shall be deemed void and of no force and effect. Cedar Falls agrees to diligently and expeditiously seek approval.

6. Intended Beneficiaries. This Agreement is made solely for the benefit of IRUA and Cedar Falls and nothing herein shall be construed as creating any benefits, rights, remedies or claims in favor of any other person or entity.

7. Exhibit and Recitals. All recitals above and all Exhibits attached are hereby incorporated into this Agreement by this reference.

8. Binding on Successors. This Agreement inures to the benefit of, and is binding on, IRUA and Cedar Falls as well as their respective successors, transferees and assigns.

9. Entire Agreement. This Agreement constitutes the entire agreement of IRUA and Cedar Falls with respect to the subject matter, and supersedes all prior negotiations, understandings, representations and agreements, whether written or oral.

10. Notices. Any notices called for in this Agreement shall be given by certified mail, return receipt requested, and shall be deemed given as of the date placed for mailing with postage paid, as follows:

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

IRUA
1351 Iowa Speedway Drive
Newton, IA 50208

IRUA and Cedar Falls agree that should either address listed in this Paragraph 10 change, that notice of such changed address be given to the other party at least 14 days prior to the effective date of such change, using the same method as for notice set forth herein.

11. Amendment. This Agreement may not be amended, modified, or terminated, nor may any obligation under it be waived, unless in writing and signed by both parties after necessary approvals.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and in accordance with applicable federal law, including but not limited to 7 U.S.C. § 1926(b).

13. Severability. If any provision of this Agreement is finally determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or remaining provisions.

14. Section 1926(b). Except as otherwise provided for herein, IRUA retains any and all of its rights, privileges, and benefits possessed and not herein specifically released and relinquished by the terms and conditions of this Agreement, including, but not limited to the rights, privileges and benefits under 7 U.S.C. § 1926(b).

15. Jointly Drafted. IRUA and Cedar Falls agree that this Agreement was jointly prepared so that any uncertainty or ambiguity shall not be construed against either party as drafter.

16. Recording. This Agreement shall be recorded in the Office of the Black Hawk County Recorder.

17. Execution. This Agreement will be executed in counter parts and merged as a single document and same shall be deemed as legally binding as if the Parties had simultaneously executed same in the presence of one another. Further a recorded electronic copy of this document shall be deemed as legally binding as the original.

IN WITNESS WHEREOF, IRUA and Cedar Falls have executed this Water Service Territory Transfer Agreement as of the date first listed below.

Iowa Regional Utilities Association

By: _____
Ronald Dunsbergen, President

By: _____
Delwin Van Zante, Secretary

STATE OF IOWA, JASPER COUNTY, ss:

On this _____ day of _____, 2024, before me the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Ronald Dunsbergen and Delwin Van Zante, to me personally known, who, being by me duly sworn, did say that such persons are, respectively, the President and the Secretary of Iowa Regional Utilities Association the aforesaid corporation executing the within and foregoing instrument, that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that the aforesaid Ronald Dunsbergen and Delwin Van Zante, as said officers of such corporation, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by said officers voluntarily executed.

Notary Public in and for said County and State

City of Cedar Falls, Iowa

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel Laudick and Kim Kerr, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution Number _____ passed (the Resolution adopted) by the City Council on the ____ day of _____, 2024, and that Daniel Laudick and Kim Kerr acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed

Notary Public in and for said County and State

USDA APPROVAL

THIS AGREEMENT IS APPROVED, subject to the conditions stated in Exhibit "C" attached, on behalf of the United States of America (USDA/RD) this _____ day of _____, 2024.

**UNITED STATES OF AMERICA:
DEPARTMENT OF AGRICULTURE/RURAL DEVELOPMENT**

By: _____
Area Director

CO-BANK APPROVAL

THIS AGREEMENT IS APPROVED on behalf of CoBank, ACB, f/k/a National Bank for Co-operatives (Co-Bank) this _____ day of _____, 2024.

COBANK, ACB, f/k/a NATIONAL BANK FOR CO-OPERATIVES:

By: _____

Julia McCusker, Regional Vice President

Exhibit "A"

Gaffney Property

The South one-hundred and ten feet (110) of the West two-hundred and thirty-one feet (231) of the South six-hundred and sixty feet (660) of the Northwest Quarter of the Southwest Quarter of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West, Black Hawk County, Iowa.

City Property

The West two-hundred thirty-one (231) feet of the South six-hundred and sixty feet (660) of the Northwest Quarter of the Southwest Quarter of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West, Black Hawk County, Iowa, except the South one-hundred and ten feet (110) thereof.

City Property

Parcel 'A' of Plat of Survey Doc. #2017-02916 filed August 12, 2016, being a part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West, Black Hawk County, Iowa.



 **City of Cedar Falls, Iowa**
 Water rights option properties



Date: 12/18/2023

 **Subject Properties**

EXHIBIT "C"

USDA's approval of this Agreement is subject to the following conditions:

1. Water service rights to the parcel in question shall not be conveyed by the City to a subsequent purchaser for value;
2. Water service shall not be provided by the City to the parcel in question; and
3. In the event that either of the foregoing do occur (i.e., in the event that water service rights to the parcel are conveyed by the City to a subsequent purchaser for value or water service is provided by the City to the parcel in question), then the City shall be required to comply in all respects with applicable statutory and regulatory provisions.

In the event the City breaches, violates, or otherwise fails to comply with any of the foregoing conditions, resulting in resumed supply of water service to the parcel in question, the City agrees that:

- (a) it shall be required to comply in all respects with the provisions of Title VI of the Civil Rights Act of 1964 and the federal regulations issued pursuant thereto, including without limitation 7 CFR Part 15, and
- (b) upon any breach or violation by the City of the obligations referenced in the foregoing subsection (a), the Government may, at its option,
 - (i) terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service, or activity, and/or
 - (ii) enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurred.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Information Systems Division

TO: Mayor Laudick and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: February 12, 2024
SUBJECT: Master Service Agreement Renewal with IP Pathways

IP Pathways our vendor for Teir 3 Network Engineering support and network equipment configuration and installation has updated their Master Service Agreement. IP Pathways had proven to be a valuable partner and we buy blocks of hours of support from them at a discounted rate yearly. When we renewed our support hours this year, they asked that we update our Service agreement as well.

The Master Service Agreement has been reviewed by Kevin Rogers, city attorney, and has been negotiated with IP Pathways. Therefore, they have included an Addendum with the Agreement to cover some of the changes we have requested to the original Master Service Agreement. I've included both for your reference.

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

Julie Sorensen
Manager of Information Systems

Attached:
QuotelP_Pathways.019352.v1.5
20240122 ADDENDUM TO MASTER SERVICES AGREEMENT



IP ● ● ● ● ● ●
PATHWAYS™

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City of Cedar Falls

Master Services Agreement

December 19, 2023

IT
Consulting

Cloud
Platform

Managed
Services

Infrastructure
Solutions

Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is effective as of 12/19/2023 (the “Effective Date”) by and between IP Pathways, LLC an Iowa limited liability company with its principal place of business at 3600 109th Street, Urbandale, Iowa 50322 and City of Cedar Falls, with its principal place of business at 220 Clay Street , Cedar Falls, IA 50613 (“Customer”). IP Pathways and Customer may be referred to individually as a “Party” or collectively, the “Parties.”

WHEREAS, IP Pathways has the expertise and facilities to provide professional and managed services and/or hybrid IT solutions (the “IP Pathways’ Services”);

WHEREAS, Customer is interested in having IP Pathways provide IP Pathways’ Services for Customer;

WHEREAS, IP Pathways is willing to provide the IP Pathways’ Services for Customer pursuant to the terms and conditions as set forth herein;

NOW THEREFORE, in consideration of the mutual agreements and promises contained herein, the Parties agree as follows:

1. **ANCILLARY AGREEMENTS.** During the Master Agreement Term, IP Pathways will provide to Customer the IP Pathways’ Services set forth in one or more ancillary agreements via a separate Statement of Work (“SOW”), Service Order, or other document (collectively, “Ancillary Agreement(s)”) incorporated by reference. Each Ancillary Agreement will be entered into pursuant to the terms and conditions of this Master Agreement. An individual SOW and/or Service Order must be executed for each IP Pathways’ Service as agreed to by the Parties. Each Ancillary Agreement will contain a description of the IP Pathways’ Services performed by IP Pathways, and any applicable fee, billing and/or invoice information as well as additional information or terms and conditions required for the successful completion of the IP Pathways’ Service(s). Any capitalized terms not otherwise herein defined will have the meaning provided in an Ancillary Agreement. References to “Agreement” means collectively, this Master Agreement and each applicable Ancillary Agreement and any other document incorporated by reference.
2. **BREAK/FIX SERVICES AND TRAVEL EXPENSES.** General break/fix engagements not described in an Ancillary Agreement but performed by IP Pathways at Customer’s request, will require verbal or written authorization by authorized representatives of both Parties. Break/fix engagements will be billed at the rates set forth on attached Exhibit A, incorporated herein by this reference. IP Pathways will bill Customer for all break/fix services and services calls in fifteen (15) minute increments. Further, certain IP Pathways’ Services may require IP Pathways to travel to Customer’s location. Customer will be charged for travel expenses in addition to the hourly fees for break/fix engagements. The fees for the travel expenses charged to Customer are also set forth in Exhibit A. IP Pathways shall have the right, at any time and in its sole discretion, to adjust the rates in Exhibit A and shall notify Customer of any such rate adjustments at least thirty (30) calendar days prior to the effective date of the new rates.
3. **PAYMENTTERMS.** Customer must pay IP Pathways such fees as provided in the applicable Ancillary Agreement and all taxes, fees or assessments imposed on or required to be collected by IP Pathways by any governmental agency related to any of the activities contemplated hereunder (“Service Fees”). Payments are due within thirty (30) days of the invoice date. Late payments accrue interest at the rate of one and one-half percent (1 ½%) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer disputes an invoice, Customer must timely pay all amounts owed and simultaneously provide IP Pathways written detail of the disputed amount. The Parties will work diligently to resolve billing disputes in a timely manner. All amounts owed, if any, by IP Pathways to Customer will be paid promptly following resolution. With written notice, IP Pathways also reserves the right to pass through to Customer any increase in fees and charges by third parties, including but not limited to, any increase in tariffs, fees or other amounts charged to IP Pathways in connection with the delivery of IP Pathways’ Services provided under the Agreement as of the date such increases are effective. **CUSTOMER MUST PROVIDE EVIDENCE OF ITS SALES TAX EXEMPT STATUS IF IT CLAIMS SUCH STATUS** IP Pathways reserves the right to suspend all work if Customer’s account becomes past due for a period of more than forty-five (45) calendar days.

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4. CHANGE MANAGEMENT PROCEDURES.

- a. **Change Order.** No Services Fees (except for an increase in service fees due to a third party) or term adjustment on an Ancillary Agreement will be binding on the Parties unless expressly stated in an IP Pathways change order executed by both Parties (a “Change Order”). No Change Order will be issued to: (a) remediate deficient work performed under an Ancillary Agreement; or (b) correct mutually agreed-on errors or omissions in an Ancillary Agreement. It may become necessary to amend an Ancillary Agreement for reasons including, but not limited to, the following: (i) a delay or interference with, or suspension or stoppage of, IP Pathways’ obligations under an Ancillary Agreement caused by the acts (including any instruction) or omissions of Customer or any Customer representative; (ii) Force Majeure Event; (iii) a change in law, or any other excusable event(s) as mutually agreed to by the Parties. In the event either desires to change an Ancillary Agreement, the following procedures shall apply: (i) IP Pathways will deliver a Change Order to Customer; (ii) the Change Order will describe the nature of the change, the reason for the change and the effect the change will have on the IP Pathways’ Services. Upon execution of the Change Order, it will be incorporated into and made a part of the specific Ancillary Agreement; and (iii) IP Pathways is under no obligation to proceed with the change request until such time as the Change Order is agreed upon in writing by both Parties.
- b. **Addendum.** Any changes to this Master Agreement shall be noted in a separate addendum to this Master Agreement, incorporated by herein by this reference. Further, any changes to an Ancillary Agreement, other than those changes requiring a Change Order, shall be noted in a separate addendum to the Ancillary Agreement.
- c. **Order of Precedence.** In the event of any conflict between this Master Agreement and the terms and conditions of an Ancillary Agreement, the order of precedence is as follows: (1) Addendum to the Ancillary Agreement or a Change Order. If both are incorporated into an Agreement, whichever has the most recent date shall be the controlling document followed by the document with the later date; (2) the Ancillary Agreement; (3) the addendum to the Master Agreement; (4) this Master Agreement.

5. CUSTOMER OBLIGATIONS.

- a. Customer understands that if additional IP Pathways’ Services are ordered, the ability of IP Pathways to provision the service augmentation is dependent upon availability capacity of IP Pathways’ business and staffing. IP Pathways reserves the right to refuse provisioning of service elements that are not in accordance with accepted practices. Customer will not hold IP Pathways liable for any damage or loss due to inability to provide such additional IP Pathways’ Services.
- b. It is Customer’s responsibility to ensure that any and all devices owned by Customer (the “Customer Equipment”) that may be used in conjunction with the IP Pathways’ Services, is able to connect to all devices owned or provided by IP Pathways (the “IP Pathways’ Provided Equipment”) and is configured properly.
- c. Customer must maintain in force, at its expense, with a reputable insurance company during the Master Agreement Term, appropriate insurance policies to cover potential losses or liability, including but not limited to: coverage for all Customer Equipment, commercial general liability insurance, and public liability insurance.
- d. IP Pathways is not liable for the permanent loss of any Customer data, nor does it guarantee the absolute protection of Customer’s data. Customer will maintain facilities and procedures external to the IP Pathways’ Services for reconstruction of lost or altered files, data or programs and IP Pathways’ shall not be liable to Customer for such lost or altered files, data or programs. Provided, however, certain IP Pathways’ Services may explicitly state in the Ancillary Agreement that IP Pathways shall be responsible for Customer’s lost or altered files, data or programs, in which case IP Pathways’ liability shall be subject to Section 14 of this Master Agreement.

6. PROVISION OF SERVICES. Customer understands that IP Pathways will make commercially reasonable efforts to provision the IP Pathways’ Services. IP Pathways will provide the IP Pathways’ Services, in consideration for the Services Fees described in an Ancillary Agreement and, solely in the case of Service Orders, under Section 15 herein.

7. OUT OF SCOPE. IP Pathways provides IP Pathways’ Services solely at the Customer’s direction, and is only responsible to provide the IP Pathways’ Services available for Customer’s use for its projects. Unless described in an Ancillary Agreement, deliverables are not within the scope, and IP Pathways will not be providing Customer with any deliverables. In the event there is development of deliverables, the Parties agree they will enter into a separate agreement under different terms and conditions.

8. CONTACT. IP Pathways and Customer each shall designate a single point of contact to whom communications in regards to the IP

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Pathways' Services may be addressed and who has the authority to act on all aspects of the IP Pathways' Services, shall be available during standard business hours, and shall designate a backup contact for when the primary contact is not available.

9. OWNERSHIP.

- a. During the Master Agreement Term, Customer acknowledges that, but for third party software that is provided with IP Pathways Services and such third-party licensors provide rights to Customer, IP Pathways owns all right, title and interest in and to any and all IP Pathways' technology including software and documentation and any software or hardware tools, ideas, concepts, methodologies, processes, inventions and utilities developed by or on behalf of IP Pathways or Customer as part of the IP Pathways' Services and any trademarks and/or service marks of IP Pathways (collectively "IP Pathways Intellectual Property") is vested in IP Pathways and/or in IP Pathways' licensors. IP Pathways reserves the right to develop, use and distribute works that perform functions the same as or similar to the IP Pathways Intellectual Property along with any residuals pursuant to the IP Pathways' Services, except for data pertaining solely to Customer. Unless otherwise specifically provided for in an Ancillary Agreement, Customer may not copy, modify or translate, or decompile, disassemble or reverse engineer, or use other than in connection with the IP Pathways' Services and as permitted by the Ancillary Agreement, or grant any other person or entity the right to, or distribute, the IP Pathways Intellectual Property or related documentation.
- b. During the Master Agreement Term, Customer may provide feedback or suggestions to IP Pathways regarding the IP Pathways' Services. Unless IP Pathways otherwise agrees in writing, Customer agrees that IP Pathways shall own all feedback, comments, suggestions, ideas, concepts and changes that Customer provides to IP Pathways and all associated intellectual property rights (collectively, the "Feedback") and Customer hereby assigns to IP Pathways all of Customer's right title and interest thereto. Customer must not knowingly provide IP Pathways any Feedback that is subject to third party intellectual property rights. Customer agrees to cooperate with IP Pathways with respect to signing further documents and doing such other acts as are reasonably requested by IP Pathways to confirm that IP Pathways owns the Feedback and to enable IP Pathways to register and/or protect any associated intellectual property rights associated with the IP Pathways' Services.

10. CONFIDENTIAL INFORMATION.

- a. Each Party acknowledges that it may have access to information claimed to be confidential by the other Party (the "Confidential Information"). Confidential Information shall include, but is not limited to, all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information, whether or not marked as confidential or proprietary, disclosed or submitted, orally, in writing, electronically, website-based or by any other media, to IP Pathways or Customer by the other. Notwithstanding the foregoing, Confidential Information shall not include (i) information the receiving party already knows or was already in receiving party's possession as evidenced by receiving party's records; (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Master Agreement, (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis; and/or (iv) is independently developed by the receiving party without any breach of this Master Agreement. Both Parties agree that the Confidential Information is to be considered confidential and proprietary and shall hold the same in confidence as it holds its own Confidential Information, but not less than a reasonable standard of care. Except as otherwise provided, each Party agrees that it shall not use the Confidential Information other than as necessitated by the Ancillary Agreement, and shall disclose it only to its officers, directors, or employees with a specific need to know. Neither Party will disclose, publish or otherwise reveal any of the Confidential Information received by any other party whatsoever except with specific prior written authorization. The terms of this Section shall survive termination of this Master Agreement.
- b. Notwithstanding the foregoing, the receiving party may disclose that part of the Confidential Information that is required to be disclosed to comply with applicable laws or with a court or administrative order, provided that the receiving party gives the disclosing party prompt and reasonable notification of such requirement prior to such disclosure and takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and to minimize the extent of such disclosure.
- c. All Confidential Information transmitted or disclosed hereunder will be and remain the property of the disclosing party. The receiving party agrees that upon termination or expiration of this Master Agreement and at the disclosing party's request, the



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receiving party shall destroy all parts of Confidential Information and any copies, summaries of documents, materials or other tangible manifestations thereof in the possession or control of the receiving party.

11. REPRESENTATIONS AND WARRANTIES.

a. **Customer Warranties.** Customer represents and warrants to IP Pathways:

- i. That it is a corporation, limited liability company or other business organization duly organized and validly existing in good standing under the laws of the jurisdiction in which it was organized, is duly qualified and in good standing in each other jurisdiction in which the conduct of its business or the maintenance of its property so requires and owns or has the legal right and authority, and will continue to own or maintain the legal right and authority during the Master Agreement Term, to place and use the Customer Equipment;
- ii. That Customer's services, products, materials and/or any Customer Equipment (collectively, "Customer Business") does not and will not operate in any manner that would violate any applicable law or regulation, and comply with all requirements provided for in an Ancillary Agreement;
- iii. That Customer will not make unauthorized use of any trade secrets or confidential or proprietary information of IP Pathways or a third party;
- iv. That it will comply at all times with all applicable laws, regulations and ordinances relating to Customer's use of the IP Pathways' Services;
- v. That the premises and conditions to be encountered by IP Pathways at the location of any call or project work and in areas where the work is to be performed shall not contain, present, or expose IP Pathways' employees, invitees or representatives to any hazardous conditions, materials or substances.

b. **IP Pathways' Warranties.** IP Pathways represents and warrants to Customer:

- i. That in performing the IP Pathways' Services, IP Pathways will not make unauthorized use of any trade secrets or confidential or proprietary information of Customer or a third party;
- ii. That IP Pathways is a limited liability company, validly existing and in good standing under the laws of the State of Iowa and is duly qualified and in good standing in each other jurisdiction in which the conduct of its business so requires and has all right, title, ownership, marketing and other rights required to furnish all IP Pathways' Services under an Ancillary Agreement;
- iii. It will comply with all applicable laws, rules and regulations regarding the provision of IP Pathways' Services;
- iv. That all labor and/or services provided by IP Pathways pursuant to this Master Agreement and a SOW (the "Professional Services") are warranted to be performed in a professional and workmanlike manner, using qualified personnel and in accordance with industry standards. As to any defects in the Professional Services, the extent of IP Pathways' liability is limited to, and Customer's sole and exclusive remedy is limited to the re-performance of the Professional Services, without such defects.

c. **DISCLAIMER BY IP PATHWAYS.** IP Pathways shall have no responsibility for, nor any other liability or warranty for, defects, damages or delays caused by the actions or inactions of persons or entities not affiliated with IP Pathways, or caused by, or attributable to any reason beyond IP Pathways' commercially reasonable control. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE IP PATHWAYS' SERVICES, IP PATHWAYS SPACE AND/OR THE IP PATHWAYS PROVIDED EQUIPMENT, ARE PROVIDED "AS-IS" AND IP PATHWAYS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. IP PATHWAYS DOES NOT WARRANT THAT THE IP PATHWAYS SERVICES, IP PATHWAYS SPACE, AND/OR THE IP PATHWAYS PROVIDED EQUIPMENT WILL BE AVAILABLE UNINTERRUPTED, ERROR-FREE OR IN A COMPLETELY SECURE BASIS. IT IS INTENDED THAT THE FEES AND CHARGES PAYABLE BY CUSTOMER HEREUNDER SHALL BE A NET RETURN TO IP PATHWAYS, FREE OF EXPENSE, CHARGE, OFFSET, DIMINUTION OR OTHER DEDUCTION WHATSOEVER (EXCEPTING FEDERAL AND STATE INCOME TAXES OF GENERAL APPLICATION AND THOSE EXPENSES WHICH THIS AGREEMENT EXPRESSLY MAKES THE RESPONSIBILITY OF IP PATHWAYS).

12. DEFAULT; REMEDIES UPON DEFAULT. The occurrence of any one or more of the following shall constitute an “Event of Default”: (1) Customer’s breach of an Agreement; and/or (2) failure by Customer to perform any obligations or covenants set forth in an Ancillary Agreement. In addition to all other rights and remedies granted to IP Pathways in the Master Agreement, and under applicable law, upon the occurrence of an Event of Default, IP Pathways shall immediately and automatically have the right to (a) terminate any or all Ancillary Agreement(s) and this Master Agreement and cease providing the IP Pathways’ Services to Customer; (b) remove any equipment, if so applicable; and (c) require payment upon early termination of an Ancillary Agreement for all Services Fees and other costs, expenses and amounts to be incurred during the Master Agreement Term.

13. INDEMNIFICATION

- a. **By Customer.** Customer shall defend, indemnify and hold IP Pathways harmless from and against any and all third party claims, demands, actions, damages, suits, losses, liabilities, costs, and expenses, including reasonable attorneys’ fees and court costs arising from:
 - i. Customer’s use of the: IP Pathways’ Space, the Customer Equipment, the IP Pathways’ Provided Equipment or the IP Pathways’ Services;
 - ii. Customer’s Business;
 - iii. Any breach by Customer of any warranty or obligation hereunder;
 - iv. Any injury or death of any person or damage to any property occurring upon Customer’s location, the IP Pathways’ Space and/or the building or the land of which the IP Pathways Space are a part of, arising out of (or in connection with) or claimed to arise out of (or in connection with) Customer’s use of the IP Pathways’ Space, the Customer Equipment, the IP Pathways Provided Equipment or the IP Pathways’ Services;
 - v. Any action or inaction on the part of Customer that causes IP Pathways to be in breach of any agreement with a IP Pathways lessor;
 - vi. The violation of any law or regulation by Customer relating to Customer’s use of the IP Pathways’ Services;
 - vii. Customer’s violation of a Permitted Use, as defined below.
- b. **By IP Pathways.** IP Pathways shall defend, indemnify and hold Customer harmless from and against any and all third party claims, demands, actions, damages, suits, losses, liabilities, costs, and expenses, including reasonable attorneys’ fees and court costs arising from:
 - i. IP Pathways' business;
 - ii. Any breach by IP Pathways of any warranty or obligation hereunder;
 - iii. The violation of any law or regulation by IP Pathways.

14. LIABILITY AND LIMITATION OF LIABILITY.

- a. **IP Pathways Liability.** IP Pathways shall not be liable for any claim involving, concerning or related to the loss or destruction of Customer data or any portion thereof or for any damages either to person or property sustained by Customer or by other persons due to the IP Pathways’ Services and/or IP Pathways’ Space or any part thereof becoming out of repair or due to the happening of any accident or event in or about the IP Pathways’ Space or due to the act or neglect of any occupant of the IP Pathways’ Space or of any other person, including, but not limited to damage caused by gas, electricity, power outages, snow, frost, steam, sewage, sewer gas or odors, fire, water or the bursting or leaking of pipes, faucets, sprinklers and plumbing fixtures (collectively “Excluded Liability”), unless such Excluded Liability arose as a result of IP Pathways’ intentional misconduct or gross negligence.
- b. **LIMITATION.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, ANY EMPLOYEE, AGENT OR CONTRACTOR THE OTHER, OR ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT AND/OR ANY ANCILLARY AGREEMENT, INCLUDING IN RELATION TO THE IP PATHWAYS’SPACE, THE IP PATHWAYS’PROVIDED EQUIPMENT, THE IP PATHWAYS’

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SERVICES, CUSTOMER'S BUSINESS OR OTHERWISE, WHICH CLAIMS INVOLVE INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MASTER AGREEMENT OR ANY ANCILLARY AGREEMENT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER RELATED TO OR ARISING UNDER AN AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO IP PATHWAYS FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT.

15. SERVICE ORDERS. This Section 15 is applicable solely to Service Order(s) in effect between IP Pathways and Customer:

- a. **Renewal Term Service Fees.** Upon any Renewal Service Term, a Service Order shall automatically renew subject to the same terms and conditions. IP Pathways shall have the right to appropriately escalate fees according to its then current fee structure or by three percent (3%) whichever is greater.
- b. **Delivery of Services.** IP Pathways will complete all Contracted Service(s) in accordance with the appropriate Targeted Initial Response Time as described in this Master Agreement provided that Customer's usage has not reached the Unsupported threshold as set forth below. Upon IP Pathways' determination that Customer's usage has reached the Unsupported threshold, IP Pathways shall be excused from satisfying the requirements for the applicable Targeted Initial Response Time until IP Pathways determines that Customer's usage no longer triggers the Unsupported threshold. Customer can request Contracted Service(s) through IP Pathways on a one time or continual basis, such changes or modification to be made by executing a Change Order. IP Pathways reserves the right to modify its network and facilities used to provide the Contracted Service(s) so long as the modifications do not materially reduce the Contracted Service(s) as provided in an applicable SLA at any time during the Service Term. IP Pathways shall use reasonable efforts to notify Customer of any planned changes to IP Pathways' network or facilities that may adversely affect the Contracted Service(s).
- c. **Use.** Customer shall use the Contracted Service(s) solely for a Permitted Use. "Permitted Use" shall mean Customer's right to use the Contracted Service(s) for its own purposes in accordance with the Agreement for any purpose other than Prohibited Conduct. Prohibited Conduct shall mean unacceptable uses related to the Service Order Service, which includes, without limitation, use of the Contracted Service(s) to: (i) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (ii) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person or organization; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (vi) interfere, disrupt, or attempt to gain unauthorized access to other accounts on a Contracted Service or any other computer network; (vii) disseminate, store or transmit viruses, trojan horses or any other malicious code or program; or (viii) engage in any other activity deemed by IP Pathways to be in conflict with the spirit or intent of the Agreement. Further, Customer is solely responsible for any and all acts and omissions that occur under Customer's account or password, or related to its equipment or any agent of Customer, that may result in harm or damage to IP Pathways, its property or any third-party property.
- d. **IP Numbers.** IP Pathways must maintain and control ownership of all internet protocol ("IP") numbers and addresses that may be assigned to Customer by IP Pathways and IP Pathways reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.
- e. **Service Level Agreement.** IP Pathways, in good faith, will be the sole Party to determine whether IP Pathways has not met any of the applicable terms of a Service Level Agreement (the "SLAs"), based upon the agreed-to Contracted Service(s). The SLAs define availability, performance and other requirements of the Service Order Service provisioning and delivery. Customer must at all times cooperate with IP Pathways in testing, determining and verifying that a qualifying Service Outage has occurred. IP Pathways will use commercially reasonable efforts to make the Contracted Service(s) available 100% of the Service Term. For purposes of the SLA, "Service Outage" shall mean environment downtime other than the exclusions listed in Section 15(e)(v) below. Services-specific support and SLA terms may also be described in the services description in a Service Order.



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i. Service Support. IP Pathways support can be contacted by one of the following methods:

Method	Details
Telephone	877-363-3895 Option 2
Email	support@ippathways.com

The preferred method of communicating support issues is via email. Alternatively, issues can be reported verbally at the telephone number above. Upon successfully requesting support via email or telephone, a support ticket number will be issued. That ticket number should be referenced when working with support. When contacting support, a priority level (see Service Level Targeted Initial Response Time) should also be reported. Priority level 3 is the default priority. Customer may request to escalate to a higher priority which may be accepted in IP Pathways’ sole discretion. Additional coverage can be provided on request and at an additional cost.

ii. **Scope of SLA.** This SLA only applies to Contracted Service(s) to the extent that they are provided by means of systems and equipment that are either owned or operated by or on behalf of IP Pathways. IP Pathways’ support is not responsible for end-user support of issues not directly related to the Contracted Service(s). This includes, but is not limited to, Customer operating systems, Customer Equipment, or Customer application support. IP Pathways shall not be liable to pay compensation under this SLA where its failure to meet any of its obligations under this SLA is a caused by a Force Majeure event, by the performance of routine maintenance, by a failure in any Customer Equipment, or by any act or omission of Customer, or third-party acting on Customer’s behalf. IP Pathways reserves the right to amend the SLA from time to time. IP Pathways shall give Customer not less than thirty (30) days’ notice of any changes in the SLA and Customer will be notified by e-mail.

iii. **Service Level Credit Request Process and Limitations.** Credits for a Service Outage under this SLA shall only be payable if the following steps are met:

1. Customer is not currently, nor was at the time the Service Outage occurred, in default of any of the terms and conditions of the applicable Agreement and this SLA;
2. Customer must have submitted a support ticket within forty-eight (48) hours of the Service Outage.
3. Customer must have submitted a request to accounting@ippathways.com and marked in the subject line with “claim for services credit.” All claims for credits must be submitted promptly and in any event within seven (7) calendar days from the date of the Service Outage.
4. IP Pathways, in its sole discretion, must have agreed in writing, acting reasonably and without undue delay to issue a credit in connection with such claim.

Customer’s failure to comply with this subsection shall result in Customer’s waiver of its right to receive any such credit. All credits so payable shall be applied to Customer’s account to be reconciled. The maximum monthly credit available under this SLA is limited to an amount not greater than thirty percent (30%) of the monthly recurring charge for such Service Order Service that incurred the Service Outage but excluding, in all cases any monthly recurring fees for third party service fees. Credits provided hereunder shall be Customer’s sole and exclusive remedy for any Service Outage. For the purpose of determining the amount of any credit, a Service Outage will be deemed to commence when the outage is reported on IP Pathways’ monitoring systems.

Service Availability	Credit Remedy
< 100% - = 99.50	5% credit
< 99.50 - = 99.00	10% credit
< 99.00 - = 98.50	15% credit



< 98.50 30% credit

30% credit

- iv. Unsupported. This SLA is not applicable, and IP Pathways shall be excused from satisfying the requirements of the applicable Target Initial Response Time, if Customer uses a system beyond its capabilities and the system reaches an unsupported status (“Unsupported”). IP Pathways, or IP Pathways’ monitoring systems, will determine the current status and inform the Customer via email of any changes to a system’s unsupported status. Examples of Customer’s system being deemed Unsupported includes but is not limited to: (i) a resource (e.g. disk space or CPU) within the system being utilized beyond IP Pathways’ recommended thresholds; or (ii) the failure of Customer to maintain direct manufacturer support on Customer Equipment. Furthermore, SLAs will be inapplicable during the time periods outside of manufacturer support coverage hours for Customer Equipment. IP Pathways highly recommends 24x7 manufacturer support contracts. All Customer Equipment under IP Pathways management must have been purchased through manufacturer authorized channels. In addition, SLAs will be inapplicable for Services where Customer has denied approval for the installation of the AdaptiveCloud Agent or other software that IP Pathways uses to aid in the delivery and management of the Contracted Services. The terms of this Section shall apply until IP Pathways determines that condition no longer triggers the Unsupported status.
- v. Service Outage Exclusions. A Service Outage excludes the following:
1. Scheduled Downtime (as defined below), including scheduled maintenance, a suspension, or a termination of the Contracted Service;
 2. Failure of servers or services outside of a computer network or data center on which the Contracted Service is dependent, including, but not limited to, inaccessibility on the Internet that is not caused by IP Pathways’ infrastructure;
 3. Force Majeure event and any other circumstances or events not in IP Pathways’ direct control;
 4. Attack on IP Pathways’ infrastructure, including a denial of service attack or unauthorized access (i.e., hacking) for Customer-managed services not subject to IP Pathways’ security and risk management procedures;
 5. Unavailability not reported by Customer within seven (7) calendar days of the date on which the Service Outage occurred;
 6. Use of a separate IP Pathways service that is not subject to this SLA;
 7. Unavailability that results from the failure of individual servers and that is not attributable to an event causing unavailability to all Customers using the Contracted Service; or
 8. Unavailability that is caused by Customer’s breach of the Agreement.
 9. Unavailability that is caused by Customer Equipment or any form of negligence on the Customer’s part
- vi. Service Levels. IP Pathways guarantees an overall Service Availability of 100%. Service Availability shall mean all times in any calendar month the Contracted Service is available to access, not to include Scheduled Downtime. IP Pathways may carry out periodic maintenance or upgrade work (“Scheduled Downtime”), as also provided for in this Master Agreement. Except in the case of an emergency, IP Pathways will provide Customer with two (2) calendar days’ notice of Scheduled Downtime. If IP Pathways fails to provide the appropriate notice, at Customer’s request, Customer will be entitled to a credit to Customer’s account in the amount of the pro-rated fee for the provision of one day of Contracted Service. This credit will only apply to monthly recurring fees. IP Pathways will endeavour to accommodate Customer’s requirements in terms of outage times; however, depending on the circumstances this may not always be possible. Outage times will be quoted in Central Time to prevent mistakes being made over the various time zones.
- vii. Service Level Targeted Initial Response Times. IP Pathways guarantees an overall response time for certain system failures according to the following schedule.



Priority Level	Description	Target Initial Response
Priority 1	System down state and business operations adversely affected. Customer must commit to around-the-clock action and involvement by all necessary and appropriate personnel and systems until a mutually agreeable workaround is provided and normal business operations are restored.	30 minutes
Priority 2	System experiencing infrequent, isolated, or intermittent errors or equivalent issue. Business operations may continue but at an inconsistent or less than optimal rate.	1 hour
Priority 3	Systems are experiencing an issue, anomaly, or cosmetic defect that inflicts little or no business impact. (This is the default priority. Customer may request to escalate to a higher priority which may be accepted in IP Pathways' sole discretion.)	4 hours
Priority 4	General request for information, configuration, or maintenance. There is no impact to current production systems or business operations.	24 Hours

f. IP Pathways uses its AdaptiveCloud Agent to enable features such as, but not limited to, remote support, license utilization, service monitoring and to otherwise aid IP Pathways in the delivery and management of certain Contracted Services. Customer agrees to the terms and conditions of the AdaptiveCloud Agent Software License Agreement, which may be updated from time to time, and is available at <https://my.adaptivecloud.com>. IP Pathways will obtain Customer permission before installing the AdaptiveCloud Agent in Customer's environment.

16. RIGHT OF AUDIT. Customer agrees that during the Master Agreement Term, IP Pathways will have the right to audit Customer in order to verify Customer's compliance with the terms and conditions of an Agreement. The costs of such audit shall be borne by IP Pathways except where the audit identifies that Customer has been underpaying for licenses or services. In such case, Customer shall bear the cost of the audit and IP Pathways, in its sole discretion, may invoice Customer for underpayment.

17. TERM AND TERMINATION.

a. **Term.** This Master Agreement shall be effective as of the Effective Date and continue in full force and effect so long as there is an Ancillary Agreement in place between the Parties. In the event there is not a current Ancillary Agreement in place, either Party must send written notice of its intent to terminate this Master Agreement, which shall be effective immediately (the "Master Agreement Term"). This Master Agreement may also be terminated pursuant to Section 17(b) below.

b. **Termination.**

i. Subject to section 17(b)(iv), either Party may terminate this Master Agreement:

1. Immediately, upon the insolvency of the other Party or the institution of any proceedings in bankruptcy or under any other insolvency law, or an arrangement with creditors, or a corporate reorganization, receivership or dissolution of the other Party;
2. Upon thirty (30) days' written notice to the other Party if the other Party materially breaches an obligation, or any representation or warranty and such breach is not cured within such thirty (30) day period.

ii. IP Pathways may terminate this Master Agreement:

1. Upon thirty (30) days' written notice if Customer is in default of its payment obligations hereunder on two (2) or more occasions in any six (6) month period;
2. Upon thirty (30) days' written notice if Customer is in breach of another agreement with IP Pathways and Customer fails to

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cure such breach within thirty (30) days of receipt of notice from IP Pathways;

3. For convenience, upon sixty (60) days' notice to Customer, regardless if there is a current Ancillary Agreement in place.
- iii. Each Ancillary Agreement is considered to be a separate Agreement, and as such the termination of one Ancillary Agreement shall not necessarily effectuate a termination of all agreements with Customer. However, each Ancillary Agreement is entered into pursuant to and incorporates the terms and conditions of this Master Agreement, and as such, termination of this Master Agreement will also terminate any Ancillary Agreement that is incorporated into this Master Agreement.
- iv. Upon termination of this Master Agreement or any Ancillary Agreement, Customer will remain liable for all fees and charges incurred by Customer as of the last day of receiving the IP Pathways Services. For clarity, this includes all usage-based fees as well as any commitment-based fees that may be applicable to a specific IP Pathways' Service.

18. NON-SOLICITATION.

- a. Customer must not at any time during the Master Agreement Term, or during the one (1) year period following the last work performed by IP Pathways pursuant to an Ancillary Agreement (the "Restricted Period"), directly or indirectly, by, through, for or on behalf of Customer, or by, through, for or on behalf of others: (i) solicit for employment, retain or employ any past or present employee of IP Pathways that offered, implemented or performed services, either directly or indirectly, for Customer; or (ii) request, induce, counsel or advise any employee of IP Pathways that offered, implemented or performed services, either directly or indirectly, for Customer, to leave the employ, of or cease affiliation with, IP Pathways.
- b. Customer acknowledges and agrees that IP Pathways has committed and will continue to commit substantial time, personnel and resources to the fulfillment of IP Pathways' obligations under the Agreement. Should Customer wish to solicit for employment a past or present IP Pathways employee pursuant to Section 18(a)(i) or (ii) above, Customer may do so upon providing sixty (60) days' advance written notice to IP Pathways and paying a fee of \$20,000 to IP Pathways (the "Direct Hire Fee"). The Direct Hire Fee will be reflected on Customer's invoice following the month of the past or present IP Pathways employee's starting date of employment with Customer.
- c. Customer further acknowledges and agrees that any breach, attempted breach or repudiation by Customer of the restrictive covenants set forth in this Section 18 would produce irreparable harm and injury to IP Pathways, and it would be difficult, if not impossible, to compute IP Pathways' actual damages resulting therefrom. Consequently (and in addition to any other rights or remedies available hereunder, at law or in equity), in the event this Section 18 is breached by Customer, Customer will pay to IP Pathways a solicitation fee, which shall be the sum of one hundred thousand dollars (\$100,000). The Parties acknowledge and agree that the solicitation fee is reasonable under the circumstances and the imposition and payment thereof does not constitute a penalty.

19. INJUNCTIVE RELIEF. Each Party acknowledges and agrees that any breach, attempted breach or repudiation by a Party of the restrictive covenants set forth in Sections 9, 10, and 18 of this Master Agreement would produce irreparable harm and injury to the non-breaching Party, and it would be difficult, if not impossible, to compute the non-breaching Party's actual damages resulting therefrom. Each Party further acknowledges and agrees that no adequate remedy exists at law for the breach, attempted breach or repudiation by the breaching Party of the restrictive covenants set forth in Sections 9, 10 and 18 of this Master Agreement. Each Party therefore consents to the equity jurisdiction of the courts of the State of Iowa and acknowledges and agrees that an injunction is an appropriate and necessary remedy to prevent the breach, attempted breach or repudiation of such covenants. Each Party expressly waives and agrees to be estopped from asserting that any hardship, inconvenience or inequity will be suffered by it by submission to the equitable jurisdiction of the courts of the State of Iowa or by the issuance of such injunctive relief.

20. CUMULATIVE REMEDIES. Except to the extent expressly provided in Section 11(b)(iv) and 15(f)(iii)(4) herein or in an Ancillary Agreement which may provide Customer a sole and exclusive remedy under certain circumstances, the rights and remedies provided in this Agreement, are cumulative and will not prevent or prohibit any Party hereto from exercising any other rights or remedies available under the Agreement, at law or in equity.

21. ARBITRATION. If any claim, dispute, controversy or breach shall arise in connection with this Agreement, its performance or nonperformance, the Parties agree the claim, dispute, controversy or breach and all matters related thereto, shall be settled by binding



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arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrators(s) may be entered in any court having jurisdiction. The place of any arbitration shall be in Des Moines, Iowa.

- 22. **GOVERNING LAW.** This Master Agreement and any Ancillary Agreement and all rights and duties hereunder, including but not limited to all matters of construction, validity and performance, will be governed by the substantive laws of the State of Iowa, without reference to conflict of law principles.
- 23. **NOTICE.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by prepaid, nationally recognized, overnight package delivery or courier service; or (ii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. In addition to actual receipt by a Party, the following shall constitute receipt: (A) a Party's rejection or other refusal to accept notice, and (B) the inability to deliver notice to a Party because of a changed address of which no notice has been provided in accordance with this Section and received by the other Party. All notices given under the Agreement shall be addressed to the addresses of the Parties set forth below or to such other addresses of which the Parties hereto have been advised in writing by any of the above-described means.

If to IP Pathways:

If to Customer:

IP Pathways, LLC
 Attn: Legal Department
 3600 109th Street, Urbandale, IA 50322

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

With an electronic copy to:
 legal@ippathways.com

- 24. **FORCE MAJEURE.** Neither Party shall be liable to the extent and for the duration of the delay for any failure to perform its obligations under this Master Agreement or an Ancillary Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, acts of terrorists, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the Party.
- 25. **NON-ASSIGNABILITY, DELEGATION.** The rights and duties of Customer and IP Pathways under an Agreement, cannot be assigned by either Party, without the advance written consent of the other Party, which consent will not be unreasonably withheld. However, in its sole discretion, IP Pathways may delegate all, or any portion thereof, of the IP Pathways' Services to a third party.
- 26. **THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Master Agreement or any Ancillary Agreement, including but not limited to customers and clients of any Customer.
- 27. **ENTIRE AGREEMENT.** This Master Agreement, together with any incorporated Ancillary Agreement and any other document incorporated by reference constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior and contemporaneous representations, agreements, and understandings, whether oral, written or otherwise. Any amendment or addendum to this Master Agreement or an Ancillary Agreement must state that it is entered into pursuant to, and incorporates the terms and conditions of this Master Agreement. Except as otherwise provided for herein, this Master Agreement or any Ancillary Agreement may not be amended, altered or modified except by written agreement between the Parties.
- 28. **BINDING EFFECT.** This Master Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors, permitted assigns and personal representatives. Nothing in this Master Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Master Agreement.
- 29. **SEVERABILITY.** Any term or provision of this Master Agreement which is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining



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terms and provisions of this Master Agreement or any Ancillary Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Master Agreement or any Ancillary Agreement in any other jurisdiction.

- 30. **WAIVER.** The failure of any Party hereto to insist in any one or more instances upon performance of any term or condition of this Master Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such Party with respect thereto shall continue in full force and effect.
- 31. **RELATIONSHIP OF THE PARTIES.** The Parties intend that an independent contractor relationship be created by this Master Agreement. Subject to the confidentiality provisions contained in this Master Agreement, IP Pathways shall be free to contract for similar services to be performed for other clients while under contract with Customer. IP Pathways is not to be considered an agent or employee of Customer for any purpose.
- 32. **SURVIVAL.** The rights and obligations of the Parties in this Master Agreement that would by their nature or context be intended to survive the expiration or termination of this Master Agreement shall so survive.
- 33. **COUNTERPARTS.** This Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be accepted as binding for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement as of the Effective Date set forth above.

City of Cedar Falls

IP Pathways

Signature: _____

Name: Julie Sorensen _____

Date: _____

Signature: _____

Name: Brittani Shields _____

Title: Controller _____

Date: _____

EXHIBIT A

Engineer Type	8:00 a.m. to 5:00 p.m. Central Monday-Friday ("Standard Hours")	Weekends and Hours other than Standard Hours	Holiday Hours
Support Engineer	\$239.00	\$358.50	\$358.50
Network Engineer	\$266.00	\$399.00	\$399.00
Systems Engineer	\$266.00	\$399.00	\$399.00
Project Manager	\$239.00	\$358.50	\$358.50

Travel Rates:

Local: Break/fix service calls performed at a location within a sixty (60) mile radius from Omaha, Nebraska, Des Moines, Iowa, Overland Park, KS, or Columbus, OH shall be subject to a travel charge of one hundred and twenty dollars (\$120) per hour for travel time from IP Pathways' nearest office to the project location; or

Long Distance: Break/fix service calls performed at a location outside of a sixty (60) mile radius from Omaha, Nebraska, Des Moines, Iowa, Overland Park, KS, or Columbus, OH shall be subject to a travel charge of three hundred dollars (\$300) per day per engineer working on a project or call;

Overnight: All break/fix service calls performed on location, regardless of the distance from IP Pathways' nearest office, requiring an overnight stay, shall be subject to a total travel charge of three hundred dollars (\$300) per day per engineer (the "Overnight Fee"). If the work performed requires an overnight stay, the Overnight Fee will be charged in lieu of the Local fee or Long Distance fee set forth above.

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ADDENDUM TO MASTER SERVICES AGREEMENT

This Addendum (“Addendum”) effective as of the latter of the signature dates below (the “Addendum Effective Date”), amends the Master Service Agreement (the “MSA”), in addition to any and all related addenda or amendments (collectively, the Agreement”), by and between City of Cedar Falls (“Customer”) and the IP Pathways entity providing the Service to Customer, as identified on the service document, LLC (“IP Pathways”).

Terms

- A. IP Pathways and Customer hereby agree to amend the Agreement by adding to or replacing the following language of the MSA:
1. Section 13.a. is hereby amended by adding the following paragraph at the end of the subsection:
“Notwithstanding anything to the contrary in this Agreement or in any Ancillary Agreement, the Customer is not in any way liable for, nor shall it have any duty to hold harmless or indemnify for, claims, demands, losses, expenses or damages caused by the acts, errors or omissions of any person or entity other than Customer’s employees, officers or authorized agents.”
 2. Section 17.b.ii.3. is hereby amended by striking the subsection in its entirety and replacing with the following:
“For convenience, upon ninety (90) days’ notice to Customer, regardless if there is a current Ancillary Agreement in place”
 3. Section 17 is hereby amended by renaming subsections (iii) and (iv) as (iv) and (v) respectively and inserting a new subsection (iii) as follows:
“iii. Customer may terminate this Master Agreement for convenience upon one hundred eighty (180) days’ prior written notice to IP Pathways.”
- B. Limited Effect. Except as modified by this Addendum, all other terms and conditions of the Agreement shall remain in full force and effect.
- C. Counterparts. This Addendum may be executed in multiple counterparts, each of which is deemed an original, but all of which constitutes one in the same agreement. Delivery of an executed counterpart of this Addendum electronically or by facsimile shall be effective as delivery of an original signed counterpart of this Addendum.

IN WITNESS WHEREOF, the Parties hereto have caused Addendum to be executed by a duly authorized representative of the parties as of the Addendum Effective Date.

Customer: City of Cedar Falls

IP Pathways, LLC

By: Julie Sorensen

By: Brittani Shields, Controller

Signature: _____

Signature: _____

Date: _____

Date: _____

ADDENDUM TO MASTER SERVICES AGREEMENT

This Addendum (“Addendum”) effective as of the latter of the signature dates below (the “Addendum Effective Date”), amends the Master Service Agreement (the “MSA”), in addition to any and all related addenda or amendments (collectively, the Agreement”), by and between City of Cedar Falls (“Customer”) and the IP Pathways entity providing the Service to Customer, as identified on the service document, ~~LLC~~ (“IP Pathways”).

Terms

A. IP Pathways and Customer hereby agree to amend the Agreement by adding to or replacing the following language of the MSA:

1. Section 10.b. is hereby deleted in its entirety and replaced with the following:

“Notwithstanding the foregoing, the receiving party may disclose that part of the Confidential Information that is required to be disclosed to comply with applicable laws or with a court or administrative order, provided that the receiving party gives the disclosing party prompt and reasonable notification of such requirement prior to such disclosure and reasonably cooperates with disclosing party should it wish to take any and takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and to minimize the extent of such disclosure.

2. Section 12 is hereby amended by striking the section in its entirety and replacing with the following:

“The occurrence of any one or more of the following shall constitute an “Event of Default”: (1) Customer’s or IP Pathways’ breach of an Agreement and/or (2) failure by Customer or IP Pathways to perform any obligations or covenants set forth in an Ancillary Agreement. In addition to all other rights and remedies granted to IP Pathways or Customer in the Master Agreement or Ancillary Agreement and under applicable law, upon the occurrence of an Event of Default, the non-breaching party shall give the breaching party thirty (30) days written notice (unless breaching party is found to be violating the law, in which case termination shall be immediate and automatic). If breaching party fails to cure such Event of Default, the non-breaching party shall immediately and automatically have the right to (a) terminate any or all Ancillary Agreement(s) and this Master Agreement; and (b) in the case of IP Pathways, remove any equipment it owns, and require payment upon early termination of an Ancillary Agreement for all Service Fees and other costs, expenses and amounts to be incurred during the Master Agreement Term; and (c) in the case of Customer, demand prompt return of its property.”

3. Section 13.a. is hereby amended by adding the following paragraph at the end of the subsection:

“Notwithstanding anything to the contrary in this Agreement or in any Ancillary Agreement~~nta~~, the Customer is not in any way liable for, nor shall it have any duty to hold harmless or indemnify for, claims, demands, losses, expenses or damages caused by the acts, errors or omissions of any person or entity other than Customer’s employees, officers or authorized agents.”

4. Section 17.b.ii.3. is hereby amended by striking the subsection in its entirety and replacing with the following:

“For convenience, upon ninety (90) days’ notice to Customer, regardless if there is a current Ancillary Agreement in place”

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5. Section 17 is hereby amended by renaming subsections (iii) and (iv) as (iv) and (v) respectively and inserting a new subsection (iii) as follows:

“iii. Customer may terminate this Master Agreement for convenience upon one hundred eighty (180) days’ prior written notice to IP Pathways.”

6. Section 18 is hereby amended by striking the section in its entirety and replacing with the following:

“ a. Neither Party must not at any time during the Master Agreement Term, or during the one (1) year period following the last work performed by IP Pathways pursuant to an Ancillary Agreement (the “Restricted Period”), directly or indirectly, by, through, for or on behalf of either Party, or by, through, for or on behalf of others: (a) solicit for employment, retain, or employ any past or present employee of the other Party that offered, implemented, or performed services, either directly or indirectly, for the Party; or (b) request, induce, counsel, or advise any employee of the other Party that offered, implemented, or performed services, either directly or indirectly, for the Party, to leave the employ of or cease affiliation with, the other Party.

b. The Parties each acknowledge and agree that both Parties have committed and will continue to commit substantial time, personnel, and resources to the fulfillment of their obligations under this Agreement. Should either Party wish to solicit for employment a past or present employee of the other Party pursuant to Section 18(a) above, the Party may do so upon providing sixty (60) days’ advance written notice to the other Party and paying a fee of \$20,000 to the other Party (the “Direct Hire Fee”). The Direct Hire Fee will be reflected on the monthly invoice following the month of the past or present as a debit or credit depending on which Party hired the other Party’s employee based on employee’s starting date of employment.

c. Both Parties further acknowledge and agree that any breach, attempted breach, or repudiation by either Party of the restrictive covenants set forth in this Section 18 would produce irreparable harm and injury , and it would be difficult, if not impossible, to compute actual damages resulting therefrom. Consequently (and in addition to any other rights or remedies available hereunder, at law or in equity), in the event this Section H is breached , the breaching Party will pay to the other Party a solicitation fee, which shall be the sum of one hundred thousand dollars (\$100,000). The Parties acknowledge and agree that the solicitation fee is reasonable under the circumstances and the imposition and payment thereof does not constitute a penalty.”

7. Section 21 is deleted in its entirety and replaced with the following:

“21. [RESERVED]”

B. Limited Effect. Except as modified by this Addendum, all other terms and conditions of the Agreement shall remain in full force and effect.

C. Counterparts. This Addendum may be executed in multiple counterparts, each of which is deemed an original, but all of which constitutes one in the same agreement. Delivery of an executed counterpart of this Addendum electronically or by facsimile shall be effective as delivery of an original signed counterpart of this Addendum.

IN WITNESS WHEREOF, the Parties hereto have caused Addendum to be executed by a duly authorized representative of the parties as of the Addendum Effective Date.

Customer: City of Cedar Falls

IP Pathways, LLC

By: [Manager]

By: Brittani Shields, Controller

Signature: _____

Signature: _____

Date: _____

Date: _____



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 and City Council

From: Craig Berte Public Safety Director *CRB*

Date: February 1st, 2024

Re: Additional Days of Fireworks Use for 2024 (Ordinance 16-24)

In 2024, Independence Day (4th of July), falls on a Thursday. The Public Safety Department is recommending that fireworks usage also be allowed in the corporate limits of the City of Cedar Falls from 9am to 10pm on Friday July 5th and Saturday July 6th, 2024. Approval request by the City Council is allowed under City Ordinance 16-24 (b)(1).

Public Safety staff believes that allowing fireworks usage on the consecutive days of July 4th through the 6th, will provide for the most consistent education and enforcement efforts of our fireworks ordinance in 2024.

RESOLUTION NO.

**RESOLUTION DESIGNATING JULY 5 AND JULY 6, 2024 (9 A.M. – 10 P.M.) AS
ADDITIONAL DAYS OF USE FOR CONSUMER FIREWORKS WITHIN CITY LIMITS**

WHEREAS, the Code of Ordinances of the City of Cedar Falls, Iowa it shall be unlawful for any person to use or explode any consumer fireworks within the corporate limits of the City of Cedar Falls except on July 4 of each year between the hours of 9:00 a.m. and 11:00 p.m.; and

WHEREAS, any additional days of allowed use may be designated by resolution of council if adopted between the dates of January 1 and March 1 of each year to apply to the same calendar year; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa has considered designating July 5 and July 6, 2024 (9 a.m.-10 p.m.) as additional days of use for consumer fireworks within City limits; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa deems it in the best interest of the City of Cedar Falls, Iowa to approve July 5 and July 6, 2024 as additional days of use for consumer fireworks within City limits.

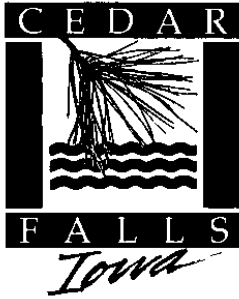
NOW, THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the designation of July 5 and July 6, 2024 (9 a.m.-10 p.m.) as additional days of use for consumer fireworks within City limits is hereby approved and adopted.

ADOPTED this 19th day of February 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

MEMORANDUM***Inspection Services Division***

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Jamie Castle, AIA
Building Official

DATE: February 12, 2024

SUBJECT: Contract with Professional Lawn Care

Please see the contract for Lawn Care Services starting in Spring of 2024 and concluding Fall of 2027. As noted in the Exhibits the work is based on an hourly fee to provide yard care services for private properties which are not compliant with City Ordinances and have not responded to notices sent by the City.

City Staff contacted 6 local contractors asking them to provide a proposal for this work. There were two proposals submitted. Prolawn was the low bid. Prolawn has been providing this service to the city for the last 5+ years.

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS

Prolawn mowing services

This Agreement is by and between Professional Lawn Care also known as ProLawn ("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 on December 31, 2027 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.

Bagging will occur as extra time and expense when requested by City Staff. If bagged grass, weeds, or limbs require haul away Pro Lawn will be allowed to take these items to the Cedar Falls Yard Waste facility at the 300 block of North Main Street and will charge for additional time as preapproved by City Staff.

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: Andrew Lickteig
Title: owner
Address: P.O. Box 1942
Waterloo, IA 50704
Telephone: 319-233-3942
Email: prolawn@mchsi.com

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

CONTRACTOR

(Name of Contractor) Professional LawCare

By: Andrew Lickkig

Its: owner

Date: 2/11/24

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____

Exhibit A

Scope of Services

Professional Lawn Care (Pro Lawn) is to provide yard maintenance services for private lots in violation of Cedar Falls Ordinances for a contract duration as specified. Spring 2024 through Fall 2027, unless earlier terminated.

Scope of Work:

Once notified by City Staff contractor to mow as indicated below. Ideally the yard would be mowed the same day as the City notifies the Contractor, but the City's expectation would be for the yard to be mowed within 24 hours of notification.

Performance expectations:

- Take pictures to document area to be addressed (with address preferably). Pictures to be taken both before and after work is completed, date stamped and provided to the City.
- Yard to be mowed completely, front and rear. Bagging may be necessary but would be determined on a case-by-case basis in advance of mowing.
- Grass to be cleared from sidewalks and street.
- Grass, weeds, and involuntary growth to be trimmed along all fences, buildings, and posts (ie mailbox).
- Upon completion of the work, Contractor will take a date-stamped picture and submit to the City with its invoice.
- If contractor arrives and finds property to meet the City's code, then picture documentation (with date-stamp) is requested to the City and no mowing time should be billed.

Exhibit B
Payment for Services

Professional Lawn Care (ProLawn)
Company Contact: Krisit Simmerman or Andrew Lickteig
Company Address: PO Box 1942; Waterloo, IA 50704
Company Phone Number: 319-233-3942

ProLawn will provide yard maintenance services for private properties not in compliance with City Ordinances for an hourly cost of \$95.00 per hour.

Bagging and hauling will occur as an extra cost, requiring preapproved by City Staff.

10-12-2022

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

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 2-3 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 4-5 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

Insurance Limits

A. Commercial General Liability

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

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

<i>Required Endorsements - sample endorsements Pages 4-5 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4)	Equivalent to sample on Page 4 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit <i>(if applicable)</i>	CG 25 03 05 09 or Equivalent

B. Automobile Liability

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

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

C. Workers' Compensation and Employer's Liability

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

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

D. Umbrella/Excess Liability

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

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

E. Errors & Omissions/Professional Liability

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

Each Occurrence	\$1,000,000
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ENDORSEMENTS

ADDITIONAL INSURED ENDORSEMENT

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

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

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

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

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY) 02/1
Item 20.

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED PROFESSIONAL LAWN CARE, L.L.C. PO BOX 1942 WATERLOO, IA 50704-1942 437-850-1	INSURERS AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 25 REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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:	N	Y	1886783	02/10/2024	02/10/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1886783	02/10/2024	02/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	1886785	02/10/2024	02/10/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1886786	02/10/2024	02/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$500,000 E.L DISEASE EA EMPLOYEE \$500,000 E.L DISEASE POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT

CERTIFICATE HOLDER 437-850-1 CITY OF CEDAR FALLS AND ITS EMPLOYEES 220 CLAY ST CEDAR FALLS, IA 50613-2726	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.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -
AUTOMATIC**

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

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable Mayor Danny Laudick and City Council
FROM: Brian Heath, Oper./Maint. Division Manager *BH*
DATE: February 7, 2024
SUBJECT: Refuse Equipment Purchase

Proposals were received for a solid waste transfer trailer that is utilized for hauling solid waste from the transfer station to the Black Hawk County Sanitary Landfill. This equipment is listed in the Vehicle Replacement Program and scheduled for purchase in FY25 at a projected amount of \$125,000.00 utilizing Refuse Funds.

The following is a summation of the requested quotes for the transfer trailer.

Mac Waste Trailer, Inc	\$118,594.00
Wilkens Manufacturing, Inc.	No Bid
Spector Manufacturing, Inc	No Bid

The proposal from Mac Waste Trailer, Inc. was the only bid received. Fleet staff have been in contact with a company representative discussing details of connection to the city's compaction equipment and timing of the build. We are confident of the quality and integrity of this company and if approved, would expect delivery early in fiscal year 2025.

Therefore, it is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total cost of \$118,594.00. This expenditure is fully funded and will be paid from Refuse Funds.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Brett Armstrong, EI, Civil Engineer II

DATE: February 19, 2024

SUBJECT: Lake Street Recreational Trail Project
 Project No. RT-819-3247
 Iowa DOT Project No. TAP-U-1185(655)—8I-07
 Statement of Completion and Final Acceptance of Work

Attached is the Statement of Completion and Final Acceptance of Work Agreement for the Lake Street Recreational Trail Project. This project is completed and ready for final acceptance of work. The attached Certificate of Statement of Completion and Final Acceptance of Work Agreement form must be approved by the City Council and signed by the Mayor. I am recommending proceeding with this approval.

The Lake Street Recreational Trail Project included placement of a new PCC trail along the South side of Lake Street from Central Avenue to Big Woods Road.

The Lake Street Recreational Trail Project has been completed in reasonable compliance with the project plans and specifications. I recommend that the city Council approve and accept this project.

Brett Armstrong, EI

2/05/2024

Date

xc: David Wicke, P.E.,
 Chase Schrage, P.E., Public Works Director

STATEMENT OF COMPLETION AND FINAL ACCEPTANCE OF WORK

Contractor Owen Contracting Letting Date 3/15/2022

Work Type P.C.C. Recreational Trail Contract ID 07-1185-655

Accounting ID(s) 38460

Project Number(s) TAP-U-1185(655)--8I-07

Additional Comments

[Empty box for additional comments]

Type of Contract

- Specified Start Date _____
- Approximate Start Date _____
- Late Start Date 8/15/2022
- Completion Date Contract _____

Site No.(s)	00			
Working Days Specified:	40			
Working Days Charged:	37.5			
Closure Days Specified:				
Closure Days Charged:				

Actual Start Date 8/15/2022

Field Completion Date 11/8/2022

Recommended for Acceptance	Iowa DOT Contract Acceptance
Signature <u>[Signature]</u> Project Engineer	Signature _____ District Construction Engineer
Date <u>1/26/24</u>	Date _____

Approved and Work Accepted on Behalf of the Board of Supervisors of

_____ County this _____ Day of _____, _____ Year

Signature _____
Mayor

For Central Office Use Only

[] Recorded Finance

[] Recorded Construction & Materials

NOTE: On county administered projects, the County Engineer is required to sign "Recommended for Acceptance" and "Approved and Work Accepted on Behalf of the Board of Supervisors".

Project Engineer – Send original to District

District – Forward original to Office of Construction & Materials and copy to Project Engineer.

	CONTRACTOR'S APPLICATION FOR PAYMENT	No. 9	Pay Application
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Lake Street Trail Project	Application Period: 07/20/23 to 01/18/24	Application Date: 07/19/23
Project Number: RT-819-3247	To (Owner): City of Cedar Falls	Via (Engineer): Brett Armstrong
Contract Completion Date: 03/01/20	From (Contractor): Owen Contracting, Inc.	Civil Engineer II

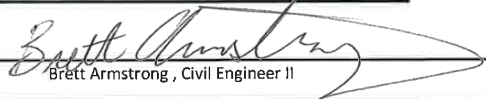
Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ 1,214.40	\$ -
2	\$ -	\$ -
3	\$ 500.00	\$ -
4	\$ -	\$ -
5	\$ -	\$ -
6	\$ -	\$ -
7	\$ -	\$ -
8	\$ -	\$ -
9	\$ -	\$ -
10	\$ -	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
Totals	\$ 1,714.40	\$ -
Net Change by Change Orders		
(a) + (b) = (c)	\$	1,714.40

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: 1/19/24 Mr. Owen

1. ORIGINAL CONTRACT PRICE	\$	281,000.33
2. NET CHANGE BY CHANGE ORDERS (c)	\$	1,714.40
3. CURRENT CONTRACT PRICE	\$	282,714.73
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$	277,133.20
5. RETAINAGE		
a. 0% x \$ 277,133.20 Work Completed	\$	-
b. 0% 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)	\$	277,133.20
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$	268,819.21
9. AMOUNT DUE THIS APPLICATION	\$	8,313.99
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$	277,133.20
11. % OF COMPLETION		
Original Contract Price (Line 10 ÷ Line 1)		99%
Current Contract Price (Line 10 ÷ Line 3)		98%
Payment of: \$ 8,313.99	(Line 9 or Other: Attach Explanation if Other Amount)	

Is Respectfully Submitted:  1/22/2024
Brett Armstrong, Civil Engineer II Date

CONTRACTOR'S APPLICATION FOR PAYMENT													No. 9		Estimate	
Lake Street Trail Project			Application Period:		07/20/23		to		01/18/24		Application Date:		07		Item 22.	
Project Number: RT-819-3247			To (Owner):		City of Cedar Falls				Via (Engineer):		Brett					
Contract Completion Date: 03/01/20			From (Contractor):		Owen Contracting, Inc.				Civil Engineer II							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
Bid Item Number	Item 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	CLEARING AND GRUBBING	UNIT	28.00	\$ 55.00	\$ 1,540.00	47.00	-	\$ -	47.00	\$ 2,585.00	\$ -	\$ 2,585.00	168%	\$ (1,045.00)	X	
2	SPECIAL BACKFILL	TON	1,379.00	\$ 24.25	\$ 33,440.75	1,414.84	-	\$ -	1,414.84	\$ 34,309.87	\$ -	\$ 34,309.87	103%	\$ (869.12)	X	
3	EXCAVATION, CLASS 10, ROADWAY AND BOROW	CY	1,044.00	\$ 12.00	\$ 12,528.00	1,044.00	-	\$ -	1,044.00	\$ 12,528.00	\$ -	\$ 12,528.00	100%	\$ -	X	
4	EXCAVATION, CLASS 10, WASTE	CY	47.00	\$ 15.00	\$ 705.00	47.00	-	\$ -	47.00	\$ 705.00	\$ -	\$ 705.00	100%	\$ -	X	
5	TOPSOIL, FURNISH AND SPREAD	CY	180.00	\$ 20.00	\$ 3,600.00	180.00	-	\$ -	180.00	\$ 3,600.00	\$ -	\$ 3,600.00	100%	\$ -	X	
6	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	567.00	\$ 15.00	\$ 8,505.00	567.00	-	\$ -	567.00	\$ 8,505.00	\$ -	\$ 8,505.00	100%	\$ -	X	
7	GRANULAR SHOULDERS, TYPE A	TON	7.00	\$ 40.00	\$ 280.00	18.86	-	\$ -	18.86	\$ 754.40	\$ -	\$ 754.40	269%	\$ (474.40)	X	
8	SHOULDER FINISHING, EARTH	STA	63.00	\$ 145.00	\$ 9,135.00	59.00	-	\$ -	59.00	\$ 8,555.00	\$ -	\$ 8,555.00	94%	\$ 580.00	X	
9	REMOVALS, AS PER PLAN	LS	1.00	\$ 1,200.00	\$ 1,200.00	1.00	-	\$ -	1.00	\$ 1,200.00	\$ -	\$ 1,200.00	100%	\$ -	X	
10	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	40.00	\$ 14.00	\$ 560.00	40.00	-	\$ -	40.00	\$ 560.00	\$ -	\$ 560.00	100%	\$ -	X	
11	REMOVAL OF PAVEMENT	SY	1.60	\$ 15.00	\$ 24.00	1.90	-	\$ -	1.90	\$ 28.50	\$ -	\$ 28.50	119%	\$ (4.50)	X	
12	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	3,344.20	\$ 37.50	\$ 125,407.50	3,344.20	-	\$ -	3,344.20	\$ 125,407.50	\$ -	\$ 125,407.50	100%	\$ -	X	
13	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	31.50	\$ 195.00	\$ 6,142.50	31.50	-	\$ -	31.50	\$ 6,142.50	\$ -	\$ 6,142.50	100%	\$ -	X	
14	REMOVAL OF SIDEWALK	SY	32.80	\$ 15.00	\$ 492.00	492.00	-	\$ -	37.00	\$ 555.00	\$ -	\$ 555.00	113%	\$ (63.00)	X	
15	DETECTABLE WARNINGS	SF	82.00	\$ 53.00	\$ 4,346.00	82.00	-	\$ -	82.00	\$ 4,346.00	\$ -	\$ 4,346.00	100%	\$ -	X	
16	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	350.70	\$ 49.25	\$ 17,271.98	325.50	-	\$ -	325.50	\$ 16,030.88	\$ -	\$ 16,030.88	93%	\$ 1,241.10	X	
17	REMOVAL OF PAVED DRIVEWAY	SY	92.60	\$ 15.00	\$ 1,389.00	92.60	-	\$ -	92.60	\$ 1,389.00	\$ -	\$ 1,389.00	100%	\$ -	X	
18	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	4.00	\$ 200.00	\$ 800.00	4.00	-	\$ -	4.00	\$ 800.00	\$ -	\$ 800.00	100%	\$ -	X	
19	PERFORATED SQUARE STEEL TUBE POSTS	LF	28.00	\$ 14.00	\$ 392.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 392.00	X	
20	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	EACH	4.00	\$ 50.00	\$ 200.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 200.00	X	
21	CONSTRUCTION SURVEY	LS	1.00	\$ 8,500.00	\$ 8,500.00	1.00	-	\$ -	1.00	\$ 8,500.00	\$ -	\$ 8,500.00	100%	\$ -	X	
22	SAFETY CLOSURE	EACH	10.00	\$ 55.00	\$ 550.00	10.00	-	\$ -	10.00	\$ 550.00	\$ -	\$ 550.00	100%	\$ -	X	
23	TRAFFIC CONTROL	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	-	\$ -	1.00	\$ 2,000.00	\$ -	\$ 2,000.00	100%	\$ -	X	
24	FLAGGERS	EACH	5.00	\$ 540.00	\$ 2,700.00	1.00	-	\$ -	1.00	\$ 540.00	\$ -	\$ 540.00	20%	\$ 2,160.00	X	
25	MOBILIZATION	LS	1.00	\$ 18,000.00	\$ 18,000.00	1.00	-	\$ -	1.00	\$ 18,000.00	\$ -	\$ 18,000.00	100%	\$ -	X	
26	MULCHING, WOOD CELLULOSE FIBER	ACRE	0.70	\$ 3,250.00	\$ 2,275.00	1.40	-	\$ -	1.40	\$ 4,550.00	\$ -	\$ 4,550.00	200%	\$ (2,275.00)	X	
27	SEEDING AND FERTILIZING (URBAN)	ACRE	0.70	\$ 4,250.00	\$ 2,975.00	1.40	-	\$ -	1.40	\$ 5,950.00	\$ -	\$ 5,950.00	200%	\$ (2,975.00)	X	
28	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	0.70	\$ 4,250.00	\$ 2,975.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 2,975.00	X	
29	PERIMETER AND SLOP SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	3,020.00	\$ 2.98	\$ 8,999.60	1,652.00	-	\$ -	1,652.00	\$ 4,922.96	\$ -	\$ 4,922.96	55%	\$ 4,076.64	X	
30	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	3,020.00	\$ 0.85	\$ 2,567.00	1,652.00	-	\$ -	1,652.00	\$ 1,404.20	\$ -	\$ 1,404.20	55%	\$ 1,162.80	X	
31	MOBILIZATION, EROSION CONTROL	EACH	1.00	\$ 500.00	\$ 500.00	2.00	-	\$ -	2.00	\$ 1,000.00	\$ -	\$ 1,000.00	200%	\$ (500.00)	X	
32	MOBILIZATION, EMERGENCY EROSION CONTROL	EACH	1.00	\$ 1,000.00	\$ 1,000.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 1,000.00	X	
7001	0270 - SEEDING AND FERTILIZING (URBAN)	ACRE	0.15	\$ 3,250.00	\$ 500.00	0.15	-	\$ -	0.15	\$ 500.00	\$ -	\$ 500.00	100%	\$ -	X	
8001	REMOVAL OF FENCE, BARBED WIRE	LF	138.00	\$ 8.80	\$ 1,214.40	138.00	-	\$ -	138.00	\$ 1,214.40	\$ -	\$ 1,214.40	100%	\$ -	X	
			Totals		\$ 282,714.72			\$ -		\$ 277,133.20	\$ -	\$ 277,133.20		\$ 5,581.52		



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Benjamin Claypool, Principal Engineer, PE, PhD

DATE: February 12, 2024

SUBJECT: 2024 Street Restoration Project
 City Project Number: RC-000-3337
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2024 Street Restoration Project.

We recommend setting *Monday, March 4th, 2024* at 7:00pm as the date and time for the public hearing on this project and *Friday, March 8th, 2024*, at 2pm as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by *Thursday, February 22nd, 2024*. The Plans and Specifications will be ready for distribution to contractors on *Tuesday, February 20th, 2024* via QuestCDN (reference #8978616), allowing more than two (2) weeks of review before contract letting.

This project involves the restoration of portions of six (6) city streets totaling 1.54 miles. Work will include 11,345 sy of pavement removal by milling, 5322 tons of asphalt placement, 7,038 lf of pavement saw cutting, replacement of pedestrian ramps, modifications to existing storm sewer intakes, manhole adjustments, and pavement striping.

The total estimated cost for the construction of this project is \$1,563,165.25. The project will be funded by Local Option Sales Tax, Street Construction Fund, and General Obligation Bond.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2024 Street Restoration Project.

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

**2024 STREET RESTORATION PROJECT
CITY PROJECT NO. RC - 000 - 3337
FINAL ESTIMATE OF COSTS & QUANTITIES**

ITEM #	ITEM CODE	DESCRIPTION	UNIT	PRICE	QUANTITY	TOTAL COST
1	2010-108-D-3	OFF-SITE TOPSOIL	C.Y.	\$ 35.00	62	\$ 2,170.00
2	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	\$ 20.00	75	\$ 1,500.00
3	2121.03.B	GRANULAR SHOULDER, TYPE A (HMA MILLINGS)	TONS	\$ 25.00	147	\$ 3,675.00
4	6010-108-B-0	INTAKE, TYPE B TOP	EACH	\$ 3,000.00	1	\$ 3,000.00
5	6010-108-B-0	INTAKE, TYPE C TOP	EACH	\$ 3,000.00	1	\$ 3,000.00
6	6010-108-F-0	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	\$ 5,000.00	2	\$ 10,000.00
7	6010-108-H-0	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	\$ 750.00	2	\$ 1,500.00
8	7010-108-E-0	CURB, PCC 7 IN., 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	\$ 100.00	178	\$ 17,800.00
9	7020-108-A-0	HMA, (ST), SURF., 1/2", PG58-28S	TONS	\$ 160.00	2661	\$ 425,760.00
10	7020-108-A-0	HMA, (ST), BASE., 3/4", PG58-28S	TONS	\$ 160.00	2661	\$ 425,760.00
11	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$ 30.00	65	\$ 1,950.00
12	7030-108-E-0	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	\$ 100.00	37	\$ 3,700.00
13	7030-108-E-0	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	\$ 100.00	28	\$ 2,800.00
14	7030-108-G-0	DETECTABLE WARNINGS	S.F.	\$ 70.00	48	\$ 3,360.00
15	7040-108-G-0	MILLING	S.Y.	\$ 42.00	11345	\$ 476,490.00
16	7040-108-I-0	CURB AND GUTTER REMOVAL	L.F.	\$ 30.00	178	\$ 5,340.00
17	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	\$ 90.00	44	\$ 3,996.00
18	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EACH	\$ 80.00	2	\$ 160.00
19	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$ 30,000.00	1	\$ 30,000.00
20	9010-108-B-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$ 1.25	3281	\$ 4,101.25
21	9040-108-A-2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	L.S.	\$ 5,000.00	1	\$ 5,000.00
22	9040-108-D-1A	WATTLES, 9IN. STRAW	L.F.	\$ 3.00	20	\$ 60.00
23	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	\$ 1.00	20	\$ 20.00
24	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EACH	\$ 150.00	1	\$ 150.00
25	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	\$ 50.00	1	\$ 50.00
26	11020-108-A-0	MOBILIZATION	L.S.	\$ 70,000.00	1	\$ 70,000.00
27	11050-108-A-0	CONCRETE WASHOUT	L.S.	\$ 2,000.00	1	\$ 2,000.00
28	11050-108-A-0	SAW AND SEAL JOINTS	L.F.	\$ 8.50	7038	\$ 59,823.00
TOTAL PROJECT ESTIMATE						\$1,563,165.25



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: February 8, 2024
SUBJECT: FY2025 Budget

You may recall at Council Goal Setting that it was summarized about the new requirements that came out of State of Iowa HF718 as it relates to the budget process. The first part of these new requirements is having your proposed tax rate and notice of hearing information determined so that information can be provided in a letter that the County will be sending out to all taxpayers. This is a letter required by the new legislation and the format of the letter is also predetermined. The rate in the letter does not have to be the final rate as approved by Council, the Council would be able to lower the rate when the final budget hearing occurs. The first hearing on the proposed tax rate does need to be a distinct and separate meeting as outlined in HF718.

Attached is a resolution setting that special hearing on the proposed FY25 tax rate for **April 1, 2024, at 5:15 pm**. The attached resolution is also setting the proposed total tax rate that the City Council will be considering at this hearing. The attached resolution will include that proposed tax rate based on the discussion at the Committee of the Whole meeting on February 19th.

As you all are aware as well, the letter to the taxpayers will only include the effects of the tax rate change and the rollback change for a \$100,000 residential and commercial property. It will not include the effects of any valuation change. This is also the first year for the letter, so I anticipate many questions about the letter when taxpayers receive the information in March.

If you have any questions about the budget or the budget process, please feel free to contact me.

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF THE PUBLIC HEARING ON THE PROPOSED PROPERTY TAX RATE AND CREATING A PROPOSED PROPERTY TAX RATE

WHEREAS, the proposed maximum property tax rate for the FY2025 Budget for the City of Cedar Falls, Iowa must be created by the City Council of the City of Cedar Falls, Iowa, and

WHEREAS, the City Council has determined a property tax rate not to exceed \$_____, and

WHEREAS, as required by law, a public hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider the proposed property tax rate.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa that the proposed property tax rate of \$_____ will be considered at a public hearing and that public hearing shall be held at 5:15 pm on the 1st day of April, 2024, in the Council Chambers of City Hall, 220 Clay Street, Cedar Falls, Iowa. The City Clerk is hereby directed to publish and post notice of the proposed property tax rate and said hearing, and to notify Black Hawk County of the proposed tax rate, all as required by law.

ADOPTED this 19th day of February, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

DAILY INVOICES FOR 02/19/24 COUNCIL MEETING

Item 25.

PREPARED 02/13/2024, 12:15:28
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 07/2024

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FUND 101 GENERAL FUND										
101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE										
1201		07/24 AP		01/05/24	0007267	IOWA DEPT.OF REVENUE MONTHLY SALES TAX	2,987.62			02/01/24
						ACCOUNT TOTAL	2,987.62	.00	2,987.62	
101-1008-441.72-99 OPERATING SUPPLIES / POSTAGE										
1260		07/24 AP		01/25/24	0399618	CMRS-POC POC#8031880-REPL.POSTAGE	167.43			01/30/24
						ACCOUNT TOTAL	167.43	.00	167.43	
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1201		07/24 AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	5.59			02/01/24
1201		07/24 AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	21.62			02/01/24
						ACCOUNT TOTAL	27.21	.00	27.21	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1201		07/24 AP		01/04/24	0007264	FARMERS STATE BANK SEC 8 DEPOSIT SLIPS	94.97			02/01/24
						ACCOUNT TOTAL	94.97	.00	94.97	
101-1028-441.72-99 OPERATING SUPPLIES / POSTAGE										
1260		07/24 AP		01/25/24	0399618	CMRS-POC POC#8031880-REPL.POSTAGE	120.55			01/30/24
						ACCOUNT TOTAL	120.55	.00	120.55	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES										
1201		07/24 AP		01/31/24	0007263	FARMERS STATE BANK OUTGOING WIRE FEE	20.00			02/01/24
1201		07/24 AP		01/24/24	0007262	FARMERS STATE BANK VOYA OUTGOING WIRE	20.00			02/01/24
1201		07/24 AP		01/12/24	0007261	FARMERS STATE BANK OUTGOING WIRE FEE	20.00			02/01/24
1201		07/24 AP		01/10/24	0007260	FARMERS STATE BANK VOYA OUTGOING WIRE	20.00			02/01/24
						ACCOUNT TOTAL	80.00	.00	80.00	

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FUND 101 GENERAL FUND										
101-1038-441.72-99						OPERATING SUPPLIES / POSTAGE				
1260		07/24 AP		01/25/24	0399618	CMRS-POC	180.56			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	180.56	.00	180.56	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
1260		07/24 AP		01/25/24	0399618	CMRS-POC	.63			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	.63	.00	.63	
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105										
1201		07/24 AP		01/08/24	0007275	ISOLVED BENEFIT SERVICES, INC	727.95			02/01/24
						CAFE ADMIN FEE-DEC'23				
						ACCOUNT TOTAL	727.95	.00	727.95	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1260		07/24 AP		01/25/24	0399618	CMRS-POC	37.32			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	37.32	.00	37.32	
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1201		07/24 AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	3.83			02/01/24
						HEALTH INS. REIMBURSEMENT				
1201		07/24 AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	.99			02/01/24
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	4.82	.00	4.82	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
964		08/24 AP		12/28/23	0399673	OFFICE EXPRESS OFFICE PRODUCT	133.01			02/01/24
						RUBBER BANDS, REMOVABLE				TAPE, POP-UP NOTES
						ACCOUNT TOTAL	133.01	.00	133.01	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
1260		07/24 AP		01/25/24	0399618	CMRS-POC	30.25			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
965		08/24 AP		12/27/23	0399676	QUADIENT FINANCE USA, INC.	294.80			02/01/24
						POSTAGE				
						ACCOUNT TOTAL	325.05	.00	325.05	

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FUND 101 GENERAL FUND									
101-1060-423.85-01 UTILITIES / UTILITIES									
964		08/24	AP	01/05/24	0399658	CEDAR FALLS UTILITIES	4,618.68		02/01/24
						LIBRARY UTILITIES			
ACCOUNT TOTAL							4,618.68	.00	4,618.68
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
965		08/24	AP	01/19/24	0399653	ARAMARK	23.55		02/01/24
						LIBRARY MAT SERVICE			
965		08/24	AP	01/11/24	0399666	HAWKEYE ALARM & SIGNAL CO.	480.00		02/01/24
						ANNUAL ALARM MONITORING			
964		08/24	AP	01/05/24	0399653	ARAMARK	23.55		02/01/24
						LIBRARY MAT SERVICE			
1201		07/24	AP	01/02/24	0007291	PROFESSIONAL SOLUTIONS	20.35		02/01/24
						DECEMBER CREDIT CARD FEES			
964		08/24	AP	12/28/23	0399660	CITY LAUNDERING CO.	68.67		02/01/24
						FIRST AID SUPPLY SERVICE-			
965		08/24	AP	12/19/23	0399672	MCCLLOUD PEST SOLUTIONS	125.00		02/01/24
						BED BUG TREATMENT SERVICE			
ACCOUNT TOTAL							741.12	.00	741.12
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
964		08/24	AP	01/05/24	0399680	WATERLOO PUBLIC LIBRARY	16.99		02/01/24
						ADULT BOOKS (LOST BOOK)			
ACCOUNT TOTAL							16.99	.00	16.99
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
965		08/24	AP	01/25/24	0399668	INGAMELLS, MARY KAY	60.00		02/01/24
						FOTL:COLAB-COLLAGE CLASS			
965		08/24	AP	01/25/24	0399678	TATE, LIAM	50.00		02/01/24
						FOTL:ADULT-HONORARIUM FOR			
964		08/24	AP	01/09/24	0399655	BAKER & TAYLOR BOOKS	79.70		02/01/24
						FOTL:ADULT-ADULT BOOKS			
964		08/24	AP	12/09/23	0399669	KRAMER, KARL ALLAN	250.00		02/01/24
						FOTL:YA-DUNGEON MASTER			
ACCOUNT TOTAL							439.70	.00	439.70
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
964		08/24	AP	02/26/24	0399681	ZOOBEAN,INC	1,644.15		02/01/24
						BERG 2 RMB SLP '23-SITE			
964		08/24	AP	01/04/24	0399661	COSTUME SPECIALISTS, INC.	3,472.50		02/01/24
						BERG 2RMB BRNDNG ROLLOUT-			
ACCOUNT TOTAL							5,116.65	.00	5,116.65

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									POST DT
FUND 101 GENERAL FUND									
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP									
964		08/24	AP	12/27/23	0399671	LUCAS COLOR CARD	3,082.30		02/01/24
						LIBRARY CARDS			
964		08/24	AP	12/20/23	0399662	DEMCO, INC	60.96		02/01/24
						2 & 4" BOOK TAPE & 1/4" GREEN DOT LABELS			
ACCOUNT TOTAL							3,143.26	.00	3,143.26
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
964		08/24	AP	01/11/24	0399657	BYWATER SOLUTIONS, LLC	15,030.00		02/01/24
						KOHA SUPPORT & TESTING			
						02/26/24-02/25/25			
965		08/24	AP	12/01/23	0399665	ENVISIONWARE, INC	2,617.36		02/01/24
						HARDWARE & SOFTWARE MAIN. AGREEMENT 3/1/24-2/28/25			
ACCOUNT TOTAL							17,647.36	.00	17,647.36
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
965		08/24	AP	01/24/24	0399655	BAKER & TAYLOR BOOKS	197.80		02/01/24
						ADULT BOOKS			
965		08/24	AP	01/23/24	0399655	BAKER & TAYLOR BOOKS	307.30		02/01/24
						ADULT BOOKS			
965		08/24	AP	01/17/24	0399655	BAKER & TAYLOR BOOKS	246.64		02/01/24
						ADULT BOOKS			
965		08/24	AP	01/16/24	0399655	BAKER & TAYLOR BOOKS	310.57		02/01/24
						ADULT BOOKS			
965		08/24	AP	01/16/24	0399655	BAKER & TAYLOR BOOKS	260.38		02/01/24
						ADULT BOOKS			
964		08/24	AP	01/11/24	0399655	BAKER & TAYLOR BOOKS	406.66		02/01/24
						ADULT BOOKS			
964		08/24	AP	01/09/24	0399655	BAKER & TAYLOR BOOKS	169.96		02/01/24
						ADULT BOOKS			
965		08/24	AP	01/09/24	0399667	INFOUSA MARKETING INC	360.00		02/01/24
						ADULT BOOKS (CEDAR FALLS, IA DIRECTORY)			
964		08/24	AP	01/04/24	0399655	BAKER & TAYLOR BOOKS	294.87		02/01/24
						ADULT BOOKS			
964		08/24	AP	01/03/24	0399655	BAKER & TAYLOR BOOKS	752.58		02/01/24
						ADULT BOOKS			
964		08/24	AP	01/03/24	0399655	BAKER & TAYLOR BOOKS	30.77		02/01/24
						ADULT BOOKS			
964		08/24	AP	12/28/23	0399655	BAKER & TAYLOR BOOKS	338.14		02/01/24
						ADULT BOOKS			
964		08/24	AP	12/27/23	0399655	BAKER & TAYLOR BOOKS	368.39		02/01/24
						ADULT BOOKS			
964		08/24	AP	12/27/23	0399655	BAKER & TAYLOR BOOKS	284.39		02/01/24
						ADULT BOOKS			
964		08/24	AP	12/22/23	0399655	BAKER & TAYLOR BOOKS	385.55		02/01/24
						ADULT BOOKS			
964		08/24	AP	12/14/23	0399667	INFOUSA MARKETING INC	460.00		02/01/24

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FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS							continued			
ADULT BOOKS-WATERLOO, IA							CITY DIRECTORY			
ACCOUNT TOTAL							5,174.00	.00	5,174.00	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
965		08/24 AP		01/24/24	0399655	BAKER & TAYLOR BOOKS	7.79			02/01/24
YOUNG ADULT BOOKS										
965		08/24 AP		01/23/24	0399655	BAKER & TAYLOR BOOKS	45.96			02/01/24
YOUNG ADULT BOOKS										
965		08/24 AP		01/17/24	0399655	BAKER & TAYLOR BOOKS	19.24			02/01/24
YOUNG ADULT BOOKS										
965		08/24 AP		01/16/24	0399655	BAKER & TAYLOR BOOKS	29.44			02/01/24
YOUNG ADULT BOOKS										
964		08/24 AP		01/11/24	0399655	BAKER & TAYLOR BOOKS	57.11			02/01/24
YOUNG ADULT BOOKS										
964		08/24 AP		01/09/24	0399655	BAKER & TAYLOR BOOKS	37.35			02/01/24
YOUNG ADULT BOOKS										
965		08/24 AP		01/08/24	0399655	BAKER & TAYLOR BOOKS	11.39			02/01/24
YOUNG ADULT BOOKS										
964		08/24 AP		01/04/24	0399655	BAKER & TAYLOR BOOKS	325.71			02/01/24
YOUNG ADULT BOOKS										
964		08/24 AP		01/03/24	0399655	BAKER & TAYLOR BOOKS	87.31			02/01/24
YOUNG ADULT BOOKS										
964		08/24 AP		01/03/24	0399655	BAKER & TAYLOR BOOKS	11.39			02/01/24
YOUNG ADULT BOOKS										
964		08/24 AP		12/28/23	0399655	BAKER & TAYLOR BOOKS	89.87			02/01/24
YOUNG ADULT BOOKS										
964		08/24 AP		12/27/23	0399655	BAKER & TAYLOR BOOKS	39.13			02/01/24
YOUNG ADULT BOOKS										
964		08/24 AP		12/22/23	0399655	BAKER & TAYLOR BOOKS	29.75			02/01/24
YOUNG ADULT BOOKS										
ACCOUNT TOTAL							791.44	.00	791.44	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
965		08/24 AP		01/25/24	0399670	LAKEVIEW BOOKS	787.67			02/01/24
YOUTH BOOKS										
965		08/24 AP		01/24/24	0399655	BAKER & TAYLOR BOOKS	224.12			02/01/24
YOUTH BOOKS										
965		08/24 AP		01/23/24	0399655	BAKER & TAYLOR BOOKS	66.60			02/01/24
YOUTH BOOKS										
965		08/24 AP		01/17/24	0399655	BAKER & TAYLOR BOOKS	18.79			02/01/24
YOUTH BOOKS										
965		08/24 AP		01/16/24	0399655	BAKER & TAYLOR BOOKS	1,057.52			02/01/24
YOUTH BOOKS										
965		08/24 AP		01/16/24	0399655	BAKER & TAYLOR BOOKS	90.25			02/01/24
YOUTH BOOKS										

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FUND 101 GENERAL FUND										
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued				
964		08/24	AP	01/11/24	0399677	SMART APPLE MEDIA	708.92			02/01/24
						YOUTH BOOKS				
964		08/24	AP	01/11/24	0399655	BAKER & TAYLOR BOOKS	110.78			02/01/24
						YOUTH BOOKS				
964		08/24	AP	01/09/24	0399655	BAKER & TAYLOR BOOKS	47.92			02/01/24
						YOUTH BOOKS				
965		08/24	AP	01/08/24	0399655	BAKER & TAYLOR BOOKS	13.67			02/01/24
						YOUTH BOOKS				
964		08/24	AP	01/04/24	0399655	BAKER & TAYLOR BOOKS	1,112.50			02/01/24
						YOUTH BOOKS				
964		08/24	AP	01/04/24	0399655	BAKER & TAYLOR BOOKS	43.90			02/01/24
						YOUTH BOOKS				
964		08/24	AP	01/03/24	0399655	BAKER & TAYLOR BOOKS	48.58			02/01/24
						YOUTH BOOKS				
964		08/24	AP	12/28/23	0399655	BAKER & TAYLOR BOOKS	4.19			02/01/24
						YOUTH BOOKS				
964		08/24	AP	12/27/23	0399655	BAKER & TAYLOR BOOKS	22.03			02/01/24
						YOUTH BOOKS				
964		08/24	AP	12/22/23	0399655	BAKER & TAYLOR BOOKS	228.28			02/01/24
						YOUTH BOOKS				
						ACCOUNT TOTAL	4,585.72	0.00	4,585.72	
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
965		08/24	AP	01/24/24	0399655	BAKER & TAYLOR BOOKS	78.98			02/01/24
						LARGE PRINT BOOKS				
965		08/24	AP	01/16/24	0399655	BAKER & TAYLOR BOOKS	38.99			02/01/24
						LARGE PRINT BOOKS				
965		08/24	AP	01/16/24	0399655	BAKER & TAYLOR BOOKS	174.41			02/01/24
						LARGE PRINT BOOKS				
964		08/24	AP	01/11/24	0399655	BAKER & TAYLOR BOOKS	18.00			02/01/24
						LARGE PRINT BOOKS				
964		08/24	AP	01/09/24	0399655	BAKER & TAYLOR BOOKS	19.20			02/01/24
						LARGE PRINT BOOKS				
964		08/24	AP	01/04/24	0399655	BAKER & TAYLOR BOOKS	37.99			02/01/24
						LARGE PRINT BOOKS				
964		08/24	AP	01/03/24	0399655	BAKER & TAYLOR BOOKS	34.99			02/01/24
						LARGE PRINT BOOKS				
964		08/24	AP	01/01/24	0399659	CENTER POINT LARGE PRINT	49.14			02/01/24
						LARGE PRINT BOOKS				
964		08/24	AP	12/27/23	0399655	BAKER & TAYLOR BOOKS	18.60			02/01/24
						LARGE PRINT BOOKS				
964		08/24	AP	12/27/23	0399655	BAKER & TAYLOR BOOKS	65.91			02/01/24
						LARGE PRINT BOOKS				
964		08/24	AP	12/22/23	0399655	BAKER & TAYLOR BOOKS	108.97			02/01/24
						LARGE PRINT BOOKS				
						ACCOUNT TOTAL	645.18	0.00	645.18	

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FUND 101 GENERAL FUND										
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
965		08/24	AP	01/23/24	0399655	BAKER & TAYLOR BOOKS	46.18			02/01/24
						ADULT CD BOOKS				
965		08/24	AP	01/17/24	0399655	BAKER & TAYLOR BOOKS	22.00			02/01/24
						ADULT CD BOOKS				
965		08/24	AP	01/16/24	0399655	BAKER & TAYLOR BOOKS	24.75			02/01/24
						ADULT CD BOOKS				
964		08/24	AP	01/11/24	0399655	BAKER & TAYLOR BOOKS	46.74			02/01/24
						ADULT CD BOOKS				
964		08/24	AP	01/09/24	0399655	BAKER & TAYLOR BOOKS	30.79			02/01/24
						ADULT CD BOOKS				
964		08/24	AP	12/28/23	0399655	BAKER & TAYLOR BOOKS	23.09			02/01/24
						ADULT CD BOOKS				
964		08/24	AP	12/22/23	0399655	BAKER & TAYLOR BOOKS	43.98			02/01/24
						ADULT CD BOOKS				
						ACCOUNT TOTAL	237.53	.00		237.53
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
965		08/24	AP	01/19/24	0399656	BAKER & TAYLOR ENTERTAINMENT	31.48			02/01/24
						ADULT VIDEOS				
965		08/24	AP	01/15/24	0399656	BAKER & TAYLOR ENTERTAINMENT	65.77			02/01/24
						ADULT VIDEOS				
964		08/24	AP	01/11/24	0399656	BAKER & TAYLOR ENTERTAINMENT	61.57			02/01/24
						ADULT VIDEOS				
964		08/24	AP	01/05/24	0399656	BAKER & TAYLOR ENTERTAINMENT	13.99			02/01/24
						ADULT VIDEOS				
964		08/24	AP	01/02/24	0399656	BAKER & TAYLOR ENTERTAINMENT	13.26			02/01/24
						ADULT VIDEOS				
964		08/24	AP	12/22/23	0399656	BAKER & TAYLOR ENTERTAINMENT	225.24			02/01/24
						ADULT VIDEOS				
964		08/24	AP	12/22/23	0399656	BAKER & TAYLOR ENTERTAINMENT	78.29			02/01/24
						ADULT VIDEOS				
						ACCOUNT TOTAL	489.60	.00		489.60
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES										
964		08/24	AP	01/16/24	0399664	ENGAGEDPATRONS.ORG	229.00			02/01/24
						SUBSCRIPTION RENEW 1 YR.				
						3/1/2024-02/28/2025				
						ACCOUNT TOTAL	229.00	.00		229.00
101-1061-423.89-29 MISCELLANEOUS SERVICES / NEWSPAPERS										
965		08/24	AP	01/25/24	0399663	DES MOINES REGISTER	769.50			02/01/24
						DES MOINES REGISTER SUB.				
						3/1/24-2/28/25				
						ACCOUNT TOTAL	769.50	.00		769.50

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FUND 101 GENERAL FUND										
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS										
965		08/24 AP		12/20/23	0399679	VALUE LINE PUBLISHING, INC.	511.00			02/01/24
						VALUE LINE SM&MIDCAP SUB.				04/05/2024-03/07/2025
965		08/24 AP		12/20/23	0399679	VALUE LINE PUBLISHING, INC.	1,167.00			02/01/24
						VALUE LINE SUBSCRIPTION				03/29/2024-03/21/2025
						ACCOUNT TOTAL	1,678.00	.00	1,678.00	
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO										
964		08/24 AP		01/09/24	0399655	BAKER & TAYLOR BOOKS	36.84			02/01/24
						YOUTH CD BOOKS				
964		08/24 AP		12/22/23	0399675	PLAYAWAY PRODUCTS	176.21			02/01/24
						YOUTH PLAYAWAYS				
						ACCOUNT TOTAL	213.05	.00	213.05	
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO										
964		08/24 AP		01/09/24	0399655	BAKER & TAYLOR BOOKS	72.24			02/01/24
						YOUNG ADULT PLAYAWAYS				
964		08/24 AP		12/22/23	0399675	PLAYAWAY PRODUCTS	191.22			02/01/24
						YOUNG ADULT PLAYAWAYS				
						ACCOUNT TOTAL	263.46	.00	263.46	
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS										
965		08/24 AP		01/23/24	0399674	OVERDRIVE, INC.	77.62			02/01/24
						ADULT E-BOOKS				
965		08/24 AP		01/23/24	0399674	OVERDRIVE, INC.	59.99			02/01/24
						ADULT AUDIO BOOKS				
965		08/24 AP		01/23/24	0399674	OVERDRIVE, INC.	259.95			02/01/24
						ADULT E-BOOKS				
965		08/24 AP		01/23/24	0399674	OVERDRIVE, INC.	147.50			02/01/24
						ADULT E-BOOKS				
965		08/24 AP		01/23/24	0399674	OVERDRIVE, INC.	54.99			02/01/24
						ADULT AUDIO BOOKS				
964		08/24 AP		01/16/24	0399674	OVERDRIVE, INC.	80.87			02/01/24
						ADULT E-BOOKS				
964		08/24 AP		01/16/24	0399674	OVERDRIVE, INC.	83.00			02/01/24
						ADULT AUDIO BOOKS				
964		08/24 AP		01/16/24	0399674	OVERDRIVE, INC.	243.36			02/01/24
						ADULT E-BOOKS				
964		08/24 AP		01/16/24	0399674	OVERDRIVE, INC.	135.49			02/01/24
						ADULT AUDIO BOOKS				
964		08/24 AP		01/16/24	0399674	OVERDRIVE, INC.	78.99			02/01/24
						ADULT E-BOOKS				
964		08/24 AP		01/16/24	0399674	OVERDRIVE, INC.	104.98			02/01/24
						ADULT AUDIO BOOKS				

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	BALANCE
										POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued				
964		08/24	AP	01/11/24	0399674	OVERDRIVE, INC.	80.00			02/01/24
						ADULT E-BOOKS				
964		08/24	AP	01/10/24	0399674	OVERDRIVE, INC.	323.55			02/01/24
						ADULT E-BOOKS				
964		08/24	AP	01/10/24	0399674	OVERDRIVE, INC.	230.76			02/01/24
						ADULT AUDIO BOOKS				
964		08/24	AP	01/10/24	0399674	OVERDRIVE, INC.	300.30			02/01/24
						ADULT E-BOOKS				
964		08/24	AP	01/10/24	0399674	OVERDRIVE, INC.	82.88			02/01/24
						ADULT AUDIO BOOKS				
964		08/24	AP	01/09/24	0399674	OVERDRIVE, INC.	181.08			02/01/24
						ADULT E-BOOKS				
964		08/24	AP	01/09/24	0399674	OVERDRIVE, INC.	182.73			02/01/24
						ADULT AUDIO BOOKS				
964		08/24	AP	01/08/24	0399674	OVERDRIVE, INC.	65.00			02/01/24
						ADULT E-BOOKS				
964		08/24	AP	01/08/24	0399674	OVERDRIVE, INC.	75.00			02/01/24
						ADULT AUDIO BOOKS				
964		08/24	AP	01/04/24	0399674	OVERDRIVE, INC.	55.00			02/01/24
						ADULT E-BOOKS				
964		08/24	AP	01/04/24	0399674	OVERDRIVE, INC.	152.80			02/01/24
						ADULT E-BOOKS				
964		08/24	AP	01/04/24	0399674	OVERDRIVE, INC.	611.01			02/01/24
						ADULT AUDIO BOOKS				
964		08/24	AP	12/31/23	0399674	OVERDRIVE, INC.	68.37			02/01/24
						ADULT E-BOOKS				
964		08/24	AP	12/26/23	0399674	OVERDRIVE, INC.	92.50			02/01/24
						ADULT E-BOOKS				
964		08/24	AP	12/26/23	0399674	OVERDRIVE, INC.	406.88			02/01/24
						ADULT E-BOOKS				
964		08/24	AP	12/26/23	0399674	OVERDRIVE, INC.	170.24			02/01/24
						ADULT AUDIO BOOKS				
964		08/24	AP	12/26/23	0399674	OVERDRIVE, INC.	72.07			02/01/24
						ADULT AUDIO BOOKS				
ACCOUNT TOTAL							4,476.91	.00		4,476.91
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS										
964		08/24	AP	12/31/23	0399674	OVERDRIVE, INC.	135.99			02/01/24
						YOUNG ADULT E-BOOKS				
964		08/24	AP	12/31/23	0399674	OVERDRIVE, INC.	119.98			02/01/24
						YOUNG ADULT AUDIO BOOKS				
ACCOUNT TOTAL							255.97	.00		255.97
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS										
965		08/24	AP	01/24/24	0399674	OVERDRIVE, INC.	471.65			02/01/24

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FUND 101 GENERAL FUND										
101-1061-423		89-46				MISCELLANEOUS SERVICES / YOUTH E-MATERIALS				continued
965				08/24	AP 01/24/24 0399674	OVERDRIVE, INC.	305.98			02/01/24
						YOUTH E-BOOKS				
964				08/24	AP 01/03/24 0399674	OVERDRIVE, INC.	692.89			02/01/24
						YOUTH E-BOOKS				
964				08/24	AP 01/03/24 0399674	OVERDRIVE, INC.	280.98			02/01/24
						YOUTH AUDIO BOOKS				
						ACCOUNT TOTAL	1,751.50	.00	1,751.50	
101-1118-441.72-99 OPERATING SUPPLIES / POSTAGE										
1260				07/24	AP 01/25/24 0399618	CMRS-POC	21.05			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
1260				07/24	AP 01/25/24 0399618	CMRS-POC	.63			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	21.68	.00	21.68	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1260				07/24	AP 01/25/24 0399618	CMRS-POC	3.72			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	3.72	.00	3.72	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
1260				07/24	AP 01/25/24 0399618	CMRS-POC	14.50			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	14.50	.00	14.50	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
1363				08/24	AP 02/12/24 0000000	BLACK HAWK CO.RECORDER	142.00			02/13/24
						RCD:RESOLUTION #23,490				
1327				08/24	AP 02/06/24 0399644	BLACK HAWK CO.RECORDER	7.00			02/07/24
						RCD:LIEN RELEASE				B.GREEN-1014 W. 9TH ST.
1327				08/24	AP 02/06/24 0399644	BLACK HAWK CO.RECORDER	7.00			02/07/24
						RCD:LIEN RELEASE				M.PANTHER-1322 FRANKLIN
						ACCOUNT TOTAL	156.00	.00	156.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
1201				07/24	AP 01/02/24 0007282	PROFESSIONAL SOLUTIONS	26.82			02/01/24
						DECEMBER CREDIT CARD FEES				
						ACCOUNT TOTAL	26.82	.00	26.82	

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FUND 101 GENERAL FUND										
101-2205-432.72-99						OPERATING SUPPLIES / POSTAGE				
1260		07/24 AP		01/25/24	0399618	CMRS-POC	3.78			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	3.78	.00	3.78	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
1363		08/24 AP		02/12/24	0000000	CEDAR FALLS MUNICIPAL BAND	155.11			02/13/24
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	155.11	.00	155.11	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
1260		07/24 AP		01/25/24	0399618	CMRS-POC	370.41			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	370.41	.00	370.41	
101-2235-412.72-99 OPERATING SUPPLIES / POSTAGE										
1260		07/24 AP		01/25/24	0399618	CMRS-POC	156.78			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	156.78	.00	156.78	
101-2235-412.82-01 COMMUNICATION / TELEPHONE										
1304		08/24 AP		01/20/24	0399642	T-MOBILE	20.71			02/05/24
						WIRELESS SRV:12/21-1/20				12/21/23-1/20/24
						ACCOUNT TOTAL	20.71	.00	20.71	
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1201		07/24 AP		01/02/24	0007249	AUTHORIZE.NET	5.00			02/01/24
						FRAUD DETECTION FEE-LAMA				
1201		07/24 AP		01/02/24	0007286	PROFESSIONAL SOLUTIONS	509.61			02/01/24
						DECEMBER CREDIT CARD FEES				
1201		07/24 AP		01/02/24	0007287	PROFESSIONAL SOLUTIONS	339.58			02/01/24
						DECEMBER CREDIT CARD FEES				
						ACCOUNT TOTAL	854.19	.00	854.19	
101-2245-442.72-99 OPERATING SUPPLIES / POSTAGE										
1260		07/24 AP		01/25/24	0399618	CMRS-POC	181.39			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	181.39	.00	181.39	

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									POST DT
FUND 101 GENERAL FUND									
101-2253-423.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1201		07/24 AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	13.85		02/01/24
						HEALTH INS. REIMBURSEMENT			
1201		07/24 AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	21.84		02/01/24
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	35.69	.00	35.69
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1260		07/24 AP		01/25/24	0399618	CMRS-POC	217.62		01/30/24
						POC#8031880-REPL.POSTAGE 11/08/23-01/25/24			
						ACCOUNT TOTAL	217.62	.00	217.62
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
1201		07/24 AP		01/02/24	0007289	PROFESSIONAL SOLUTIONS	7.95		02/01/24
						DECEMBER CREDIT CARD FEES			
1201		07/24 AP		01/02/24	0007290	PROFESSIONAL SOLUTIONS	7.95		02/01/24
						DECEMBER CREDIT CARD FEES			
1201		07/24 AP		01/02/24	0007292	PROFESSIONAL SOLUTIONS	1,155.25		02/01/24
						DECEMBER CREDIT CARD FEES			
1201		07/24 AP		01/02/24	0007283	PROFESSIONAL SOLUTIONS	90.86		02/01/24
						DECEMBER CREDIT CARD FEES			
						ACCOUNT TOTAL	1,262.01	.00	1,262.01
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE									
1260		07/24 AP		01/25/24	0399618	CMRS-POC	41.72		01/30/24
						POC#8031880-REPL.POSTAGE 11/08/23-01/25/24			
						ACCOUNT TOTAL	41.72	.00	41.72
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
1201		07/24 AP		01/02/24	0007284	PROFESSIONAL SOLUTIONS	111.24		02/01/24
						DECEMBER CREDIT CARD FEES			
1201		07/24 AP		01/02/24	0007283	PROFESSIONAL SOLUTIONS	105.13		02/01/24
						DECEMBER CREDIT CARD FEES			
						ACCOUNT TOTAL	216.37	.00	216.37
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1201		07/24 AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	4.41		02/01/24
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	4.41	.00	4.41

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FUND 101 GENERAL FUND										
101-4511-414.72-99						OPERATING SUPPLIES / POSTAGE				
1260		07/24 AP		01/25/24	0399618	CMRS-POC	362.00			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	362.00	.00	362.00	
101-4511-414.85-01						UTILITIES / UTILITIES				
1351		08/24 AP		01/20/24	0399682	CEDAR FALLS UTILITIES	3,288.74			02/09/24
						UTILITIES THRU 01/20/24				
						ACCOUNT TOTAL	3,288.74	.00	3,288.74	
101-5521-415.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1201		07/24 AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	216.06			02/01/24
						HEALTH INS. REIMBURSEMENT				
1201		07/24 AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	500.00			02/01/24
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	716.06	.00	716.06	
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1351		08/24 AP		01/20/24	0399682	CEDAR FALLS UTILITIES	76.33			02/09/24
						UTILITIES THRU 01/20/24				
						ACCOUNT TOTAL	76.33	.00	76.33	
101-5521-415.72-08						OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT				
1260		07/24 AP		01/10/24	0399631	U.S. CELLULAR	94.32			01/30/24
						COVERT CAMERA CELL PLAN				01/09-02/08/24
						ACCOUNT TOTAL	94.32	.00	94.32	
101-5521-415.72-29						OPERATING SUPPLIES / SWAT EQUIPMENT				
1327		08/24 AP		01/30/24	0399645	HELGESON, BROOKE	93.89			02/07/24
						RMB:SWAT UNIFORM				GALLS
						ACCOUNT TOTAL	93.89	.00	93.89	
101-5521-415.72-99						OPERATING SUPPLIES / POSTAGE				
1260		07/24 AP		01/25/24	0399618	CMRS-POC	169.30			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
						ACCOUNT TOTAL	169.30	.00	169.30	

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FUND 101 GENERAL FUND									
101-5521-415.83-05					TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1351		08/24 AP		01/26/24	0399688 SCHWAN, KENDALL	35.18		02/09/24	
					RMB:MEALS-CRISIS INTERVEN WATERLOO				
					ACCOUNT TOTAL	35.18	.00	35.18	
101-5521-415.83-08					TRANSPORTATION&EDUCATION / ACADEMY				
1296		08/24 AP		01/26/24	0399632 ARIES, ADAM	15.00		02/01/24	
					RMB:FUEL-ILEA JOHNSTON				
					ACCOUNT TOTAL	15.00	.00	15.00	
101-5521-415.85-01					UTILITIES / UTILITIES				
1351		08/24 AP		01/20/24	0399682 CEDAR FALLS UTILITIES	2,766.00		02/09/24	
					UTILITIES THRU 01/20/24				
					ACCOUNT TOTAL	2,766.00	.00	2,766.00	
101-5521-415.86-05					REPAIR & MAINTENANCE / EQUIPMENT REPAIRS				
1351		08/24 AP		01/20/24	0399682 CEDAR FALLS UTILITIES	97.95		02/09/24	
					UTILITIES THRU 01/20/24				
					ACCOUNT TOTAL	97.95	.00	97.95	
101-5521-415.89-15					MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
1201		07/24 AP		01/02/24	0007281 PROFESSIONAL SOLUTIONS	27.05		02/01/24	
					DECEMBER CREDIT CARD FEES				
					ACCOUNT TOTAL	27.05	.00	27.05	
101-5521-415.89-40					MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
1351		08/24 AP		01/31/24	0399687 RUSSELL, PRESTON	106.25		02/09/24	
					RMB:UNIFORM ALLOWANCE 5.11 TACTICAL				
1363		08/24 AP		01/31/24	0000000 RUSSELL, PRESTON	121.79		02/13/24	
					RMB:UNIFORM ALLOWANCE BLAUER.COM				
1351		08/24 AP		01/28/24	0399685 HERNANDEZ, KEVIN	46.65		02/09/24	
					RMB:UNIFORM ALLOWANCE VANS				
1260		07/24 AP		01/24/24	0399624 O'NEILL, DENNIS	68.48		01/30/24	
					RMB:UNIFORM ALLOWANCE KOHL'S				
1296		08/24 AP		01/18/24	0399634 O'NEILL, DENNIS	274.63		02/01/24	
					RMB:UNIFORM ALLOWANCE MEN'S WEARHOUSE.COM				
1260		07/24 AP		01/16/24	0399620 HAISLET, MICHAEL	49.22		01/30/24	
					RMB:UNIFORM ALLOWANCE SCHEELS				
1260		07/24 AP		01/06/24	0399627 SHAFER, SAM	80.25		01/30/24	
					RMB:UNIFORM ALLOWANCE UNDER ARMOUR				

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-5521-415.89-40	MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE					continued		
1351	08/24	AP		01/04/24	0399684	GETZ, JOSH	101.14	02/09/24
						RMB:UNIFORM ALLOWANCE		
						ROCKROOSTER FOOTWEAR		
1260	07/24	AP		01/02/24	0399626	SCHWAN, KENDALL	201.82	01/30/24
						RMB:UNIFORM ALLOWANCE		
						BONOBOS		
1260	07/24	AP		12/28/23	0399625	REA, KARI	15.23	01/30/24
						RMB:UNIFORM ALLOWANCE		
						DICK'S SPORTING GOODS		
1351	08/24	AP		11/30/23	0399685	HERNANDEZ, KEVIN	203.35	02/09/24
						RMB:UNIFORM ALLOWANCE		
						VIKTOS		
						ACCOUNT TOTAL	1,268.81	.00 1,268.81
101-6613-433.72-01	OPERATING SUPPLIES / OPERATING SUPPLIES							
1260	07/24	AP		01/25/24	0399618	CMRS-POC	4.74	01/30/24
						POC#8031880-REPL.POSTAGE		
						11/08/23-01/25/24		
						ACCOUNT TOTAL	4.74	.00 4.74
101-6613-433.85-01	UTILITIES / UTILITIES							
1351	08/24	AP		01/20/24	0399682	CEDAR FALLS UTILITIES	556.78	02/09/24
						UTILITIES THRU 01/20/24		
						ACCOUNT TOTAL	556.78	.00 556.78
101-6616-446.85-01	UTILITIES / UTILITIES							
1351	08/24	AP		01/20/24	0399682	CEDAR FALLS UTILITIES	908.33	02/09/24
						UTILITIES THRU 01/20/24		
						ACCOUNT TOTAL	908.33	.00 908.33
101-6625-432.64-02	INSURANCE / HEALTH INS. REIMBURSEMENT							
1201	07/24	AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	15.61	02/01/24
						HEALTH INS. REIMBURSEMENT		
						ACCOUNT TOTAL	15.61	.00 15.61
101-6625-432.72-99	OPERATING SUPPLIES / POSTAGE							
1260	07/24	AP		01/25/24	0399618	CMRS-POC	161.88	01/30/24
						POC#8031880-REPL.POSTAGE		
						11/08/23-01/25/24		
						ACCOUNT TOTAL	161.88	.00 161.88
101-6625-432.81-44	PROFESSIONAL SERVICES / USGS RIVER GAUGE							
1363	08/24	AP		02/01/24	0000000	CENTURYLINK	63.68	02/13/24

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE		
FUND 101 GENERAL FUND											
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE					
						continued					
1260		07/24 AP		01/23/24	0399623	MIDAMERICAN ENERGY	10.33				01/30/24
						FINCHFORD RIVER GAUGE					12/20/23-01/23/24
						ACCOUNT TOTAL	74.01	.00			74.01
101-6633-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											
1201		07/24 AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	10.70				02/01/24
						HEALTH INS. REIMBURSEMENT					
						ACCOUNT TOTAL	10.70	.00			10.70
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1260		07/24 AP		01/25/24	0399618	CMRS-POC	77.66				01/30/24
						POC#8031880-REPL.POSTAGE					11/08/23-01/25/24
						ACCOUNT TOTAL	77.66	.00			77.66
101-6633-423.85-01 UTILITIES / UTILITIES											
1351		08/24 AP		01/20/24	0399682	CEDAR FALLS UTILITIES	1,036.50				02/09/24
						UTILITIES THRU 01/20/24					
						ACCOUNT TOTAL	1,036.50	.00			1,036.50
						FUND TOTAL	73,771.49	.00			73,771.49
FUND 203 TAX INCREMENT FINANCING											
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF											
1363		08/24 AP		02/12/24	0000000	DEBT SERVICE	10,096.34				02/13/24
						PROPERTY TAX PAYMENT					
1363		08/24 AP		02/12/24	0000000	CAPITAL PROJECTS FUND	2,884.49				02/13/24
						PROPERTY TAX PAYMENT					
1363		08/24 AP		02/12/24	0000000	CAPITAL PROJECTS FUND	240.37				02/13/24
						PROPERTY TAX PAYMENT					
1363		08/24 AP		02/12/24	0000000	CAPITAL PROJECTS FUND	875.10				02/13/24
						PROPERTY TAX PAYMENT					
1363		08/24 AP		02/12/24	0000000	CAPITAL PROJECTS FUND	13.72				02/13/24
						PROPERTY TAX PAYMENT					
						ACCOUNT TOTAL	14,110.02	.00			14,110.02
						FUND TOTAL	14,110.02	.00			14,110.02

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

POST DT -----									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1201		07/24	AP	01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	14.04		02/01/24
						HEALTH INS. REIMBURSEMENT			
ACCOUNT TOTAL							14.04	.00	14.04
206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE									
1260		07/24	AP	01/25/24	0399618	CMRS-POC	21.15		01/30/24
						POC#8031880-REPL.POSTAGE 11/08/23-01/25/24			
ACCOUNT TOTAL							21.15	.00	21.15
206-6637-436.85-01 UTILITIES / UTILITIES									
1351		08/24	AP	01/20/24	0399682	CEDAR FALLS UTILITIES	3,799.08		02/09/24
						UTILITIES THRU 01/20/24			
ACCOUNT TOTAL							3,799.08	.00	3,799.08
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1260		07/24	AP	01/25/24	0399618	CMRS-POC	5.67		01/30/24
						POC#8031880-REPL.POSTAGE 11/08/23-01/25/24			
ACCOUNT TOTAL							5.67	.00	5.67
206-6647-436.85-01 UTILITIES / UTILITIES									
1351		08/24	AP	01/20/24	0399682	CEDAR FALLS UTILITIES	2,599.53		02/09/24
						UTILITIES THRU 01/20/24			
ACCOUNT TOTAL							2,599.53	.00	2,599.53
FUND TOTAL							6,439.47	.00	6,439.47
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.72-99 OPERATING SUPPLIES / POSTAGE									
1260		07/24	AP	01/25/24	0039988	CMRS-POC	251.28		01/30/24
						POC#8031880-REPL.POSTAGE 11/08/23-01/25/24			
ACCOUNT TOTAL							251.28	.00	251.28
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
1271		08/24	AP	02/01/24	0039992	BAUCH, JAMES C	495.00		01/31/24

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued									
						HAP Lewis H 022024			
1271		08/24	AP	02/01/24	0040041	RINNELS, DOUGLAS G.	850.00		01/31/24
						HAP Hoffman K 022024			
1271		08/24	AP	02/01/24	0040041	RINNELS, DOUGLAS G.	267.00		01/31/24
						HAP Wierck L 022024			
1271		08/24	AP	02/01/24	0039999	CHESTNUT, SHAWN	522.00		01/31/24
						HAP Chestnut N 022024			
1271		08/24	AP	02/01/24	0040007	EXCEPTIONAL PERSONS, INC.	105.00		01/31/24
						HAP Houdek C 022024			
1271		08/24	AP	02/01/24	0040007	EXCEPTIONAL PERSONS, INC.	290.00		01/31/24
						HAP Poldberg J 022024			
1271		08/24	AP	02/01/24	0040007	EXCEPTIONAL PERSONS, INC.	354.00		01/31/24
						HAP Nissen A 022024			
1271		08/24	AP	02/01/24	0040007	EXCEPTIONAL PERSONS, INC.	396.00		01/31/24
						HAP Myers J 022024			
1271		08/24	AP	02/01/24	0040007	EXCEPTIONAL PERSONS, INC.	405.00		01/31/24
						HAP Moore M 022024			
1271		08/24	AP	02/01/24	0040007	EXCEPTIONAL PERSONS, INC.	386.00		01/31/24
						HAP Anderson B 022024			
1271		08/24	AP	02/01/24	0040007	EXCEPTIONAL PERSONS, INC.	400.00		01/31/24
						HAP Blake M 022024			
1271		08/24	AP	02/01/24	0040013	GOLD FALLS VILLA	441.00		01/31/24
						HAP Shuman J 022024			
1271		08/24	AP	02/01/24	0040011	GEE LAN, JOSEPH N.	349.00		01/31/24
						HAP Becker T 022024			
1271		08/24	AP	02/01/24	0040011	GEE LAN, JOSEPH N.	361.00		01/31/24
						HAP Juhl A 022024			
1271		08/24	AP	02/01/24	0040015	GRAY, LEROY L. OR CAROLYN K.	800.00		01/31/24
						HAP Mullins J 022024			
1271		08/24	AP	02/01/24	0039990	BARTELT PROPERTIES L.C.	550.00		01/31/24
						HAP Luck L 022024			
1271		08/24	AP	02/01/24	0039990	BARTELT PROPERTIES L.C.	473.00		01/31/24
						HAP Woodward C 022024			
1271		08/24	AP	02/01/24	0039990	BARTELT PROPERTIES L.C.	1,050.00		01/31/24
						HAP Avino G 022024			
1271		08/24	AP	02/01/24	0040050	VALDIVIA, OSCAR J.	1,049.00		01/31/24
						HAP Davis C 022024			
1271		08/24	AP	02/01/24	0040054	WILKEN PROPERTIES, LLC	860.00		01/31/24
						HAP Barfels K 022024			
1271		08/24	AP	02/01/24	0040054	WILKEN PROPERTIES, LLC	405.00		01/31/24
						HAP Andersen L 022024			
1271		08/24	AP	02/01/24	0040054	WILKEN PROPERTIES, LLC	145.00		01/31/24
						HAP Godbey J 022024			
1271		08/24	AP	02/01/24	0040039	PURDY PROPERTIES, LLC	932.00		01/31/24
						HAP Cummings A 022024			
1271		08/24	AP	02/01/24	0039993	BETH N BROS LLC	838.00		01/31/24
						HAP Beaman D 022024			
1271		08/24	AP	02/01/24	0040003	D & J PROPERTIES	550.00		01/31/24
						HAP Grant F 022024			

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1271		08/24	AP	02/01/24	0040003	D & J PROPERTIES	705.00			01/31/24
		HAP_Sumerall T 022024								
1271		08/24	AP	02/01/24	0040003	D & J PROPERTIES	325.00			01/31/24
		HAP_Rogers S 022024								
1271		08/24	AP	02/01/24	0040003	D & J PROPERTIES	775.00			01/31/24
		HAP_Mitchell L 022024								
1271		08/24	AP	02/01/24	0040003	D & J PROPERTIES	775.00			01/31/24
		HAP_Keys A 022024								
1271		08/24	AP	02/01/24	0040003	D & J PROPERTIES	770.00			01/31/24
		HAP_Terry M 022024								
1271		08/24	AP	02/01/24	0040044	STANDARD FAMILY ASSIST.LIVING	242.00			01/31/24
		HAP_Refshaug T 022024								
1271		08/24	AP	02/01/24	0039996	CEDAR APARTMENTS LLC	110.00			01/31/24
		HAP_Becerra C 022024								
1271		08/24	AP	02/01/24	0039996	CEDAR APARTMENTS LLC	293.00			01/31/24
		HAP_Groskurth D 022024								
1271		08/24	AP	02/01/24	0040009	FIRM FOUNDATION REAL ESTATE L	475.00			01/31/24
		HAP_Brown D 022024								
1271		08/24	AP	02/01/24	0040046	SWEETING, LARRY	602.00			01/31/24
		HAP_Schumacher D 022024								
1271		08/24	AP	02/01/24	0040001	CITY OF CARLSBAD	3,212.00			01/31/24
		HAP_Levry S 022024								
1271		08/24	AP	02/01/24	0040020	HUNNY HOMES, LLC	800.00			01/31/24
		HAP_Prior D 022024								
1271		08/24	AP	02/01/24	0040020	HUNNY HOMES, LLC	722.00			01/31/24
		HAP_Lange S 022024								
1271		08/24	AP	02/01/24	0040020	HUNNY HOMES, LLC	716.00			01/31/24
		HAP_Meyer N 022024								
1271		08/24	AP	02/01/24	0040021	IACE LINCOLN MHP LLC	358.00			01/31/24
		HAP_Cochran S 022024								
1271		08/24	AP	02/01/24	0040021	IACE LINCOLN MHP LLC	498.00			01/31/24
		HAP_Wilder S 022024								
1271		08/24	AP	02/01/24	0040021	IACE LINCOLN MHP LLC	373.00			01/31/24
		HAP_Jones T 022024								
1271		08/24	AP	02/01/24	0040021	IACE LINCOLN MHP LLC	625.00			01/31/24
		HAP_Rule S 022024								
1271		08/24	AP	02/01/24	0040053	WASSERFORT, JOAN K.	1,022.00			01/31/24
		HAP_Vasquez A 022024								
1271		08/24	AP	02/01/24	0039989	BARKER, CARMEN	800.00			01/31/24
		HAP_Nimmo J 022024								
1271		08/24	AP	02/01/24	0040036	PARK @ NINE23 MANOR	49.00			01/31/24
		HAP_Powell A 022024								
1271		08/24	AP	02/01/24	0040036	PARK @ NINE23 MANOR	289.00			01/31/24
		HAP_Ross K 022024								
1271		08/24	AP	02/01/24	0040036	PARK @ NINE23 MANOR	546.00			01/31/24
		HAP_Johnson B 022024								
1271		08/24	AP	02/01/24	0040036	PARK @ NINE23 MANOR	574.00			01/31/24
		HAP_Belz D 022024								
1271		08/24	AP	02/01/24	0040036	PARK @ NINE23 MANOR	447.00			01/31/24

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
					HAP_Gray P 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	538.00			01/31/24
					HAP_Sturgeon C 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	609.00			01/31/24
					HAP_Mahler D 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	522.00			01/31/24
					HAP_Cruz Reyes M 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	542.00			01/31/24
					HAP_Siebel M 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	370.00			01/31/24
					HAP_Cannon K 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	293.00			01/31/24
					HAP_Bruns K 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	311.00			01/31/24
					HAP_Duwa C 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	490.00			01/31/24
					HAP_Kelly K 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	481.00			01/31/24
					HAP_Brown G 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	439.00			01/31/24
					HAP_Overkamp D 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	253.00			01/31/24
					HAP_Delos-Reyes M 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	540.00			01/31/24
					HAP_Miller M 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	464.00			01/31/24
					HAP_Deck J 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	160.00			01/31/24
					HAP_Welshans D 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	410.00			01/31/24
					HAP_Newell R 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	540.00			01/31/24
					HAP_Lang M 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	546.00			01/31/24
					HAP_Backhaus N 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	668.00			01/31/24
					HAP_Beebe B 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	540.00			01/31/24
					HAP_Kressley F 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	440.00			01/31/24
					HAP_Graas A 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	219.00			01/31/24
					HAP_Delamore Jr D 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	271.00			01/31/24
					HAP_Wagner K 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	496.00			01/31/24
					HAP_Fain S 022024				
1271				08/24 AP 02/01/24 0040036	PARK @ NINE23 MANOR	514.00			01/31/24
					HAP_Schossow I 022024				

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	478.00			01/31/24
		HAP Newson C 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	790.00			01/31/24
		HAP Werner R 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	546.00			01/31/24
		HAP Beck J 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	674.00			01/31/24
		HAP Ali V 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	451.00			01/31/24
		HAP Sheppard L 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	546.00			01/31/24
		HAP Quackenbush K 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	244.00			01/31/24
		HAP Fremont G 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	524.00			01/31/24
		HAP Sandahl R 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	432.00			01/31/24
		HAP Hanson G 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	434.00			01/31/24
		HAP Miller E 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	447.00			01/31/24
		HAP Hansen T 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	199.00			01/31/24
		HAP Meier R 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	548.00			01/31/24
		HAP Price R 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	441.00			01/31/24
		HAP Barber D 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	540.00			01/31/24
		HAP Richards S 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	363.00			01/31/24
		HAP Kampman B 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	467.00			01/31/24
		HAP Regenold S 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	540.00			01/31/24
		HAP Kenealy E 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	546.00			01/31/24
		HAP Schultz B 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	453.00			01/31/24
		HAP Berger M 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	426.00			01/31/24
		HAP Williamson P 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	489.00			01/31/24
		HAP Baker A 022024							
1271		08/24 AP		02/01/24 0040036	PARK @ NINE23 MANOR	276.00			01/31/24
		HAP O'day J 022024							
1271		08/24 AP		02/01/24 0040049	THUNDER RIDGE SR.APARTMENTS L	483.00			01/31/24
		HAP Strickland L 022024							
1271		08/24 AP		02/01/24 0040049	THUNDER RIDGE SR.APARTMENTS L	238.00			01/31/24

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PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 07/2024

GROUP	PO	ACCTG	----	TRANSACTION----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
						continued				
		HAP								
1271		Matthias L		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	473.00		01/31/24	
		Iebahn B		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	455.00		01/31/24	
		Stegen R		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	220.00		01/31/24	
		Stock M		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	487.00		01/31/24	
		Greene L		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	544.00		01/31/24	
		Howe J		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	445.00		01/31/24	
		Hayden J		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	31.00		01/31/24	
		Lenz J		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	385.00		01/31/24	
		Shelton S		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	133.00		01/31/24	
		Brown J		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	191.00		01/31/24	
		Garvis C		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	407.00		01/31/24	
		Lewis C		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	290.00		01/31/24	
		Wright S		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	431.00		01/31/24	
		Wright S		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	496.00		01/31/24	
		Lippert R		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	336.00		01/31/24	
		Birk J		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	336.00		01/31/24	
		Ford M		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	346.00		01/31/24	
		Mackie N		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	160.00		01/31/24	
		Voy M		02/01/24	0040049	THUNDER RIDGE SR.APARTMENTS L	120.00		01/31/24	
		Friedrich D		02/01/24	0040051	VILLAGE I AT NINE23 APARTMENT	215.00		01/31/24	
		Havlik C		02/01/24	0040051	VILLAGE I AT NINE23 APARTMENT	427.00		01/31/24	
		Temple S		02/01/24	0040051	VILLAGE I AT NINE23 APARTMENT	540.00		01/31/24	
		Henderson D		02/01/24	0040051	VILLAGE I AT NINE23 APARTMENT	492.00		01/31/24	
		Smith T		02/01/24	0040051	VILLAGE I AT NINE23 APARTMENT	201.00		01/31/24	
		Vaughn S		02/01/24	0040051	VILLAGE I AT NINE23 APARTMENT			01/31/24	

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	494.00		01/31/24	
		HAP_Nelson B 022024							
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	251.00		01/31/24	
		HAP_Ford D 022024							
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	417.00		01/31/24	
		HAP_Swartley J 022024							
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	533.00		01/31/24	
		HAP_Ducharme T 022024							
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	462.00		01/31/24	
		HAP_Moore D 022024							
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	156.00		01/31/24	
		HAP_Porter J 022024							
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	328.00		01/31/24	
		HAP_Dixon S 022024							
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	405.00		01/31/24	
		HAP_Clark T 022024							
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	544.00		01/31/24	
		HAP_Prior L 022024							
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	243.00		01/31/24	
		HAP_Bradley J 022024							
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	426.00		01/31/24	
		HAP_Gordon Jr. T 022024							
1271		08/24 AP		02/01/24 0040051	VILLAGE I AT NINE23 APARTMENT	490.00		01/31/24	
		HAP_Dieken A 022024							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	123.00		01/31/24	
		Barnes 7598128389							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	75.00		01/31/24	
		Clinton 4729040291							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	119.00		01/31/24	
		Prior 5694286669							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	231.00		01/31/24	
		Santiago-Lebron 873557879							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	186.00		01/31/24	
		Hoffman 1928441540							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	99.00		01/31/24	
		Young 1995063175							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	104.00		01/31/24	
		Mitchell 0876307197							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	64.00		01/31/24	
		Keys 7930305447							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	81.00		01/31/24	
		BALM 4535924167							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	50.00		01/31/24	
		Jurries 7681775462							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	71.00		01/31/24	
		Davis 1373345676							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	50.00		01/31/24	
		Jordan 2080742555							
1271		08/24 AP		02/01/24 0039997	CEDAR FALLS UTILITIES-SEC.8	73.00		01/31/24	

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
					Mullins 9837918987				
1271		08/24 AP		02/01/24	0039997	CEDAR FALLS UTILITIES-SEC.8	94.00		01/31/24
					Rule 9816666531				
1271		08/24 AP		02/01/24	0039997	CEDAR FALLS UTILITIES-SEC.8	17.00		01/31/24
					Hunt 8390315265				
1271		08/24 AP		02/01/24	0039997	CEDAR FALLS UTILITIES-SEC.8	85.00		01/31/24
					O'dell 6706830799				
1271		08/24 AP		02/01/24	0039997	CEDAR FALLS UTILITIES-SEC.8	171.00		01/31/24
					Nimmo 2553475826				
1271		08/24 AP		02/01/24	0040029	MALBEC PROPERTIES, LLC	411.00		01/31/24
					HAP Smith T 022024				
1271		08/24 AP		02/01/24	0040029	MALBEC PROPERTIES, LLC	544.00		01/31/24
					HAP Tomlyanovich C 022024				
1271		08/24 AP		02/01/24	0040029	MALBEC PROPERTIES, LLC	567.00		01/31/24
					HAP Hepker D 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	572.00		01/31/24
					HAP Williams L 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	398.00		01/31/24
					HAP Lam C 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	658.00		01/31/24
					HAP Ricks F 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	158.00		01/31/24
					HAP Hall T 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	543.00		01/31/24
					HAP Hoffert J 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	215.00		01/31/24
					HAP Davis K 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	582.00		01/31/24
					HAP Benson J 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	31.00		01/31/24
					HAP Sherwood S 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	512.00		01/31/24
					HAP Dyer A 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	775.00		01/31/24
					HAP Hunt M 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	167.00		01/31/24
					HAP Pellitteri A 022024				
1271		08/24 AP		02/01/24	0040000	CHRISTOPHERSON RENTALS	591.00		01/31/24
					HAP Ackerson B 022024				
1271		08/24 AP		02/01/24	0040038	PETERSEN, RANDEL	1,267.00		01/31/24
					HAP Brown S 022024				
1271		08/24 AP		02/01/24	0040006	EPM IOWA	633.00		01/31/24
					HAP Thompson T 022024				
1271		08/24 AP		02/01/24	0040004	DC MANAGEMENT, LLC	683.00		01/31/24
					HAP Strickland S 022024				
1271		08/24 AP		02/01/24	0040027	KROEMER, KRAIG	668.00		01/31/24
					HAP Chapman J 022024				
1271		08/24 AP		02/01/24	0040028	LEGACY RESIDENTIAL	363.00		01/31/24
					HAP_Ross Z 022024				

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
1271		08/24 AP		02/01/24 0040028	LEGACY RESIDENTIAL	975.00		01/31/24	
		HAP Jordan L 022024							
1271		08/24 AP		02/01/24 0040034	OWL INVESTMENTS, LLC	544.00		01/31/24	
		HAP Schroeder S 022024							
1271		08/24 AP		02/01/24 0040002	CRESCENT CONDOMINIUMS, LLC	465.00		01/31/24	
		HAP Lohr K 022024							
1271		08/24 AP		02/01/24 0040017	HARRINGTON'S RENTAL LLC	746.00		01/31/24	
		HAP Larronda E 022024							
1271		08/24 AP		02/01/24 0040008	FERNHOLZ, KARI L.	1,140.00		01/31/24	
		HAP Carlton D 022024							
1271		08/24 AP		02/01/24 0040042	ROGERS, DERICK	811.00		01/31/24	
		HAP Sherwood J 022024							
1271		08/24 AP		02/01/24 0040042	ROGERS, DERICK	1,373.00		01/31/24	
		HAP Santiago-Lebro 022024							
1271		08/24 AP		02/01/24 0040025	KAI, BRENT	284.00		01/31/24	
		HAP Hamilton T 022024							
1271		08/24 AP		02/01/24 0040032	MORRIS, RICHARD R.	1,200.00		01/31/24	
		HAP Young C 022024							
1271		08/24 AP		02/01/24 0040043	STAND FIRM PROPERTIES LLC	378.00		01/31/24	
		HAP Rousseau G 022024							
1271		08/24 AP		02/01/24 0040043	STAND FIRM PROPERTIES LLC	484.00		01/31/24	
		HAP Hodge G 022024							
1271		08/24 AP		02/01/24 0040056	WYMORE, LARRY R.	171.00		01/31/24	
		HAP Steinkamp K 022024							
1271		08/24 AP		02/01/24 0040056	WYMORE, LARRY R.	237.00		01/31/24	
		HAP MOFFETT J 022024							
1271		08/24 AP		02/01/24 0040023	JDR PROPERTIES, INC.	215.00		01/31/24	
		HAP Diaz J 022024							
1271		08/24 AP		02/01/24 0040024	JLL EXTENDED STAY INN	222.00		01/31/24	
		HAP Zanders D 022024							
1271		08/24 AP		02/01/24 0040024	JLL EXTENDED STAY INN	285.00		01/31/24	
		HAP Pfeiffer M 022024							
1271		08/24 AP		02/01/24 0040052	VILLAGE II AT NINE23 APARTMEN	464.00		01/31/24	
		HAP Harken G 022024							
1271		08/24 AP		02/01/24 0040052	VILLAGE II AT NINE23 APARTMEN	352.00		01/31/24	
		HAP Dzapo S 022024							
1271		08/24 AP		02/01/24 0040052	VILLAGE II AT NINE23 APARTMEN	466.00		01/31/24	
		HAP Haug K 022024							
1271		08/24 AP		02/01/24 0040052	VILLAGE II AT NINE23 APARTMEN	417.00		01/31/24	
		HAP Loffredo C 022024							
1271		08/24 AP		02/01/24 0040052	VILLAGE II AT NINE23 APARTMEN	343.00		01/31/24	
		HAP Wilson J 022024							
1271		08/24 AP		02/01/24 0040052	VILLAGE II AT NINE23 APARTMEN	411.00		01/31/24	
		HAP Billman D 022024							
1271		08/24 AP		02/01/24 0040052	VILLAGE II AT NINE23 APARTMEN	415.00		01/31/24	
		HAP Cruise B 022024							
1271		08/24 AP		02/01/24 0040052	VILLAGE II AT NINE23 APARTMEN	483.00		01/31/24	
		HAP Garrigus S 022024							
1271		08/24 AP		02/01/24 0040052	VILLAGE II AT NINE23 APARTMEN	726.00		01/31/24	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
					HAP Willis C 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	25.00			01/31/24
					HAP Hoodjer S 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	411.00			01/31/24
					HAP Lam K 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	414.00			01/31/24
					HAP Humphrey E 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	600.00			01/31/24
					HAP BALM D 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	145.00			01/31/24
					HAP Rogers J 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	434.00			01/31/24
					HAP Harmon A 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	172.00			01/31/24
					HAP Nielsen J 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	551.00			01/31/24
					HAP Wheeler S 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	714.00			01/31/24
					HAP Coleman P 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	380.00			01/31/24
					HAP OBrien N 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	409.00			01/31/24
					HAP Saccento J 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	560.00			01/31/24
					HAP Lane S 022024					
1271		08/24 AP		02/01/24	0040052	VILLAGE II AT NINE23 APARTMEN	600.00			01/31/24
					HAP O'dell J 022024					
1271		08/24 AP		02/01/24	0040018	HOUSING AUTHORITY OF JOLIET	1,951.00			01/31/24
					HAP Payne I 022024					
1271		08/24 AP		02/01/24	0040018	HOUSING AUTHORITY OF JOLIET	978.00			01/31/24
					HAP Wilson Q 022024					
1271		08/24 AP		02/01/24	0040019	HOWARD, BRAD	990.00			01/31/24
					HAP Thrower M 022024					
1271		08/24 AP		02/01/24	0040040	R & R RENTAL PROPERTIES, LLC	536.00			01/31/24
					HAP Stewart J 022024					
1271		08/24 AP		02/01/24	0040016	HAGEDORN, JEREMIAH	950.00			01/31/24
					HAP Clinton A 022024					
1271		08/24 AP		02/01/24	0040016	HAGEDORN, JEREMIAH	830.00			01/31/24
					HAP Gottfried L 022024					
1271		08/24 AP		02/01/24	0040014	GOV, LLC	1,024.00			01/31/24
					HAP Guzzle T 022024					
1271		08/24 AP		02/01/24	0039995	CARL ERICSON	694.00			01/31/24
					HAP Cooper L 022024					
1271		08/24 AP		02/01/24	0039995	CARL ERICSON	806.00			01/31/24
					HAP Leohr K 022024					
1271		08/24 AP		02/01/24	0039995	CARL ERICSON	976.00			01/31/24
					HAP Burk B 022024					
1271		08/24 AP		02/01/24	0040055	WINGERT, BRIAN	383.00			01/31/24
					HAP Holden K 022024					

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1271		08/24	AP	02/01/24	0040045	STEIN INVESTMENTS, LLC	836.00			01/31/24
		HAP_Gordon A 022024								
1271		08/24	AP	02/01/24	0040033	OAKVIEW PROPERTIES LLC	1,000.00			01/31/24
		HAP_Jurries P 022024								
1271		08/24	AP	02/01/24	0039998	CEDAR VALLEY LIVING LLC	251.00			01/31/24
		HAP_White L 022024								
1271		08/24	AP	02/01/24	0039998	CEDAR VALLEY LIVING LLC	254.00			01/31/24
		HAP_Bachman K 022024								
1271		08/24	AP	02/01/24	0040048	THIRD AVE PLACE LLC	748.00			01/31/24
		HAP_Boehmer R 022024								
1271		08/24	AP	02/01/24	0040026	KELLY PROPERTY INVESTMENTS LL	245.00			01/31/24
		HAP_Clayton R 022024								
1271		08/24	AP	02/01/24	0040031	MCKERNAN, PAMELA	379.00			01/31/24
		HAP_Buchanan J 022024								
1271		08/24	AP	02/01/24	0040030	MCH INVESTMENTS LLC	470.00			01/31/24
		HAP_Barr G 022024								
1271		08/24	AP	02/01/24	0040030	MCH INVESTMENTS LLC	536.00			01/31/24
		HAP_Langel A 022024								
1271		08/24	AP	02/01/24	0040037	PAULSON, JAMES	296.00			01/31/24
		HAP_Bond J 022024								
1271		08/24	AP	02/01/24	0040005	ELMCREST ESTATES, L.C.	529.00			01/31/24
		HAP_Davis D 022024								
1271		08/24	AP	02/01/24	0040010	G P MANAGEMENT LLC	396.00			01/31/24
		HAP_Wenzel J 022024								
1271		08/24	AP	02/01/24	0040047	T.J.J.C. L.L.C.	179.00			01/31/24
		HAP_Hornback K 022024								
1271		08/24	AP	02/01/24	0040047	T.J.J.C. L.L.C.	376.00			01/31/24
		HAP_Bracelly J 022024								
1271		08/24	AP	02/01/24	0040047	T.J.J.C. L.L.C.	432.00			01/31/24
		HAP_Fruchtenicht J 022024								
1271		08/24	AP	02/01/24	0040047	T.J.J.C. L.L.C.	314.00			01/31/24
		HAP_Beck D 022024								
1271		08/24	AP	02/01/24	0040047	T.J.J.C. L.L.C.	257.00			01/31/24
		HAP_Dornbrock M 022024								
1271		08/24	AP	02/01/24	0040012	GERDES III, BENJAMIN P.	1,600.00			01/31/24
		HAP_Barnes A 022024								
1271		08/24	AP	02/01/24	0040012	GERDES III, BENJAMIN P.	1,110.00			01/31/24
		HAP_Orgell A 022024								
1271		08/24	AP	02/01/24	0040012	GERDES III, BENJAMIN P.	754.00			01/31/24
		HAP_Schmidt K 022024								
1271		08/24	AP	02/01/24	0040012	GERDES III, BENJAMIN P.	286.00			01/31/24
		HAP_Allessi S 022024								
1271		08/24	AP	02/01/24	0040022	J & A PROPERTIES	671.00			01/31/24
		HAP_Porter C 022024								
1271		08/24	AP	02/01/24	0039991	BARTELT RENTALS L.C.	964.00			01/31/24
		HAP_Homan N 022024								
1271		08/24	AP	02/01/24	0039991	BARTELT RENTALS L.C.	483.00			01/31/24
		HAP_Luck J 022024								
1271		08/24	AP	02/01/24	0039991	BARTELT RENTALS L.C.	873.00			01/31/24

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1271		08/24 AP		02/01/24	0039994	C & H HOLDINGS LLC	673.00			01/31/24
HAP_Barton C 022024										
HAP_Ross S 022024										
ACCOUNT TOTAL							120,600.00	.00	120,600.00	
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
1271		08/24 AP		02/01/24	0040001	CITY OF CARLSBAD	62.05			01/31/24
AF_Levry S 022024										
1271		08/24 AP		02/01/24	0040018	HOUSING AUTHORITY OF JOLIET	48.79			01/31/24
AF_Payne I 022024										
1271		08/24 AP		02/01/24	0040018	HOUSING AUTHORITY OF JOLIET	48.79			01/31/24
AF_Wilson Q 022024										
ACCOUNT TOTAL							159.63	.00	159.63	
FUND TOTAL							121,010.91	.00	121,010.91	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-99 OPERATING SUPPLIES / POSTAGE										
1260		07/24 AP		01/25/24	0004858	CMRS-POC	4.41			01/30/24
POC#8031880-REPL.POSTAGE						11/08/23-01/25/24				
ACCOUNT TOTAL							4.41	.00	4.41	
FUND TOTAL							4.41	.00	4.41	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON										
1327		08/24 AP		01/29/24	0399643	BLACK HAWK CO.RECORDER	269.40			02/07/24
3271-N.CEDAR HEIGHTS PH1						CONDEMNATION #552				
PROJECT#: 023271										
1327		08/24 AP		01/29/24	0399643	BLACK HAWK CO.RECORDER	287.00			02/07/24
3271-N.CEDAR HEIGHTS PH1						CONDEMNATION #553				
PROJECT#: 023271										
1327		08/24 AP		01/29/24	0399643	BLACK HAWK CO.RECORDER	274.40			02/07/24
3271-N.CEDAR HEIGHTS PH1						CONDEMNATION #554				
PROJECT#: 023271										
1327		08/24 AP		01/29/24	0399643	BLACK HAWK CO.RECORDER	332.80			02/07/24
3271-N.CEDAR HEIGHTS PH1						CONDEMNATION #555				
PROJECT#: 023271										
1354		07/24 AP		01/12/24	0399569	BLACK HAWK CO.SHERIFF	282.03			02/09/24
3271:N.CEDAR HEIGHTS PH1						SHERIFF CONDEMNATION COST				

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FUND 242 STREET REPAIR FUND										
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON							continued			
PROJECT#: 023271										
1354		07/24	AP	01/12/24	0399570	BLACK HAWK CO.SHERIFF	1,240.61			02/09/24
3271:N.CEDAR HEIGHTS PH1							COMMISSIONER'S COSTS			
PROJECT#: 023271										
1354		07/24	AP	01/12/24	0399571	BLACK HAWK CO.SHERIFF	281.37			02/09/24
3271:N.CEDAR HEIGHTS PH1							SHERIFF CONDEMNATION COST			
PROJECT#: 023271										
1354		07/24	AP	01/12/24	0399572	BLACK HAWK CO.SHERIFF	1,243.89			02/09/24
3271:N.CEDAR HEIGHTS PH1							COMMISSIONER'S COSTS			
PROJECT#: 023271										
1354		07/24	AP	01/12/24	0399573	BLACK HAWK CO.SHERIFF	281.37			02/09/24
3271:N.CEDAR HEIGHTS PH1							SHERIFF CONDEMNATION COST			
PROJECT#: 023271										
1354		07/24	AP	01/12/24	0399574	BLACK HAWK CO.SHERIFF	1,266.82			02/09/24
3271:N.CEDAR HEIGHTS PH1							COMMISSIONER'S COSTS			
PROJECT#: 023271										
1354		07/24	AP	01/12/24	0399575	BLACK HAWK CO.SHERIFF	282.03			02/09/24
3271:N.CEDAR HEIGHTS PH1							SHERIFF CONDEMNATION COST			
PROJECT#: 023271										
1354		07/24	AP	01/12/24	0399576	BLACK HAWK CO.SHERIFF	1,254.37			02/09/24
3271:N.CEDAR HEIGHTS PH1							COMMISSIONER'S COSTS			
PROJECT#: 023271										
ACCOUNT TOTAL							7,296.09	4.00		7,296.09
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
1354		07/24	AP	01/12/24	0399569	BLACK HAWK CO.SHERIFF		282.03		02/09/24
ACCOUNT/PROJ. CORRECTION							SHERIFF CONDEMNATION COST			
PROJECT#: 023283										
1354		07/24	AP	01/12/24	0399570	BLACK HAWK CO.SHERIFF		1,240.61		02/09/24
ACCOUNT/PROJ. CORRECTION							SHERIFF CONDEMNATION COST			
PROJECT#: 023283										
1354		07/24	AP	01/12/24	0399571	BLACK HAWK CO.SHERIFF		281.37		02/09/24
ACCOUNT/PROJ. CORRECTION							SHERIFF CONDEMNATION COST			
PROJECT#: 023283										
1354		07/24	AP	01/12/24	0399572	BLACK HAWK CO.SHERIFF		1,243.89		02/09/24
ACCOUNT/PROJ. CORRECTION							SHERIFF CONDEMNATION COST			
PROJECT#: 023283										
1354		07/24	AP	01/12/24	0399573	BLACK HAWK CO.SHERIFF		281.37		02/09/24
ACCOUNT/PROJ. CORRECTION							SHERIFF CONDEMNATION COST			
PROJECT#: 023283										
1354		07/24	AP	01/12/24	0399574	BLACK HAWK CO.SHERIFF		1,266.82		02/09/24
ACCOUNT/PROJ. CORRECTION							SHERIFF CONDEMNATION COST			
PROJECT#: 023283										
1354		07/24	AP	01/12/24	0399575	BLACK HAWK CO.SHERIFF		282.03		02/09/24
ACCOUNT/PROJ. CORRECTION							SHERIFF CONDEMNATION COST			
PROJECT#: 023283										
1354		07/24	AP	01/12/24	0399576	BLACK HAWK CO.SHERIFF		1,254.37		02/09/24

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FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT							continued		
ACCOUNT/PROJ. CORRECTION SHERIFF CONDEMNATION COST									
PROJECT#: 023283									
ACCOUNT TOTAL							.00	6,132.49	6,132.49-
FUND TOTAL							7,296.09	6,132.49	1,163.60
FUND 254 CABLE TV FUND									
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1201		07/24	AP	01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	68.36		02/01/24
HEALTH INS. REIMBURSEMENT									
ACCOUNT TOTAL							68.36	.00	68.36
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1260		07/24	AP	01/25/24	0399618	CMRS-POC	46.37		01/30/24
POC#8031880-REPL.POSTAGE 11/08/23-01/25/24									
ACCOUNT TOTAL							46.37	.00	46.37
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
1363		08/24	AP	02/09/24	0000000	SIMPSON, MARK	225.00		02/13/24
PROJECT#: 759 CF BOYS BB-DBQ SENIOR ANNOUNCER									
1363		08/24	AP	02/09/24	0000000	LONGNECKER, JEREMIAH	200.00		02/13/24
PROJECT#: 759 CF BOYS BB-DBQ SENIOR ANNOUNCER									
1363		08/24	AP	02/09/24	0000000	DEWITT, JASON	180.00		02/13/24
PROJECT#: 759 CF BOYS BB-DBQ SENIOR CAMERA OPERATOR									
1363		08/24	AP	02/09/24	0000000	STOW, CHRISTIAN	180.00		02/13/24
PROJECT#: 759 CF BOYS BB-DBQ SENIOR CAMERA OPERATOR									
1363		08/24	AP	02/09/24	0000000	KRESS, AGNES M	180.00		02/13/24
PROJECT#: 759 CF BOYS BB-DBQ SENIOR CAMERA OPERATOR									
1327		08/24	AP	02/06/24	0399650	SIMPSON, MARK	125.00		02/07/24
PROJECT#: 759 CF GIRLS BB-DBQ WAHLERT ANNOUNCER									
1327		08/24	AP	02/06/24	0399649	LONGNECKER, JEREMIAH	100.00		02/07/24
PROJECT#: 759 CF GIRLS BB-DBQ WAHLERT ANNOUNCER									
1327		08/24	AP	02/06/24	0399652	SURMA, JOSEPH EDWARD	100.00		02/07/24
PROJECT#: 759 CF GIRLS BB-DBQ WAHLERT CAMERA OPERATOR									

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FUND 254 CABLE TV FUND											
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING								continued			
1327		08/24	AP	02/06/24	0399651		STOW, CHRISTIAN	100.00		02/07/24	
							CF GIRLS BB-DBQ WAHLERT				
							CAMERA OPERATOR				
							PROJECT#: 759				
1327		08/24	AP	02/06/24	0399648		KRESS, AGNES M	100.00		02/07/24	
							CF GIRLS BB-DBQ WAHLERT				
							CAMERA OPERATOR				
							PROJECT#: 759				
1304		08/24	AP	02/04/24	0399637		DEWITT, JASON	150.00		02/05/24	
							UNI WRESTLING-W.VIRGINIA				
							CAMERA OPERATOR				
							PROJECT#: 756				
1304		08/24	AP	02/04/24	0399641		SURMA, JOSEPH EDWARD	150.00		02/05/24	
							UNI WRESTLING-W.VIRGINIA				
							CAMERA OPERATOR				
							PROJECT#: 756				
1304		08/24	AP	02/04/24	0399639		STOW, CHRISTIAN	150.00		02/05/24	
							UNI WRESTLING-W.VIRGINIA				
							CAMERA OPERATOR				
							PROJECT#: 756				
1304		08/24	AP	02/04/24	0399638		KRESS, AGNES M	150.00		02/05/24	
							UNI WRESTLING-W.VIRGINIA				
							CAMERA OPERATOR				
							PROJECT#: 756				
1260		07/24	AP	01/26/24	0399628		SIMPSON, MARK	225.00		01/30/24	
							CF GIRLS/BOYS BB-AMES				
							ANNOUNCER				
							PROJECT#: 759				
1260		07/24	AP	01/26/24	0399622		LONGNECKER, JEREMIAH	200.00		01/30/24	
							CF GIRLS/BOYS BB-AMES				
							ANNOUNCER				
							PROJECT#: 759				
1260		07/24	AP	01/26/24	0399619		DEWITT, JASON	200.00		01/30/24	
							CF GIRLS/BOYS BB-AMES				
							CAMERA OPERATOR				
							PROJECT#: 759				
1260		07/24	AP	01/26/24	0399630		SURMA, JOSEPH EDWARD	200.00		01/30/24	
							CF GIRLS/BOYS BB-AMES				
							CAMERA OPERATOR				
							PROJECT#: 759				
1260		07/24	AP	01/26/24	0399629		STOW, CHRISTIAN	200.00		01/30/24	
							CF GIRLS/BOYS BB-AMES				
							CAMERA OPERATOR				
							PROJECT#: 759				
1260		07/24	AP	01/26/24	0399621		KRESS, AGNES M	200.00		01/30/24	
							CF GIRLS/BOYS BB-AMES				
							CAMERA OPERATOR				
							PROJECT#: 759				
							ACCOUNT TOTAL	3,315.00	.00	3,315.00	
							FUND TOTAL	3,429.73	.00	3,429.73	
FUND 258 PARKING FUND											
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE											
1260		07/24	AP	01/25/24	0399618		CMRS-POC	2.76		01/30/24	
							POC#8031880-REPL.POSTAGE				
							11/08/23-01/25/24				
							ACCOUNT TOTAL	2.76	.00	2.76	

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FUND 258 PARKING FUND											
258-5531-435.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES											
1201		07/24 AP		01/02/24	0007278	PROFESSIONAL SOLUTIONS	209.52			02/01/24	
		DECEMBER CREDIT CARD FEES									
1201		07/24 AP		01/02/24	0007279	PROFESSIONAL SOLUTIONS	75.48			02/01/24	
		DECEMBER CREDIT CARD FEES									
1201		07/24 AP		01/02/24	0007280	PROFESSIONAL SOLUTIONS	199.93			02/01/24	
		DECEMBER CREDIT CARD FEES									
1201		07/24 AP		01/02/24	0007281	PROFESSIONAL SOLUTIONS	11.50			02/01/24	
		DECEMBER CREDIT CARD FEES									
1201		07/24 AP		01/02/24	0007282	PROFESSIONAL SOLUTIONS	70.74			02/01/24	
		DECEMBER CREDIT CARD FEES									
		ACCOUNT TOTAL						567.17	.00	567.17	
		FUND TOTAL						569.93	.00	569.93	
FUND 261 TOURISM & VISITORS											
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE											
1260		07/24 AP		01/25/24	0399618	CMRS-POC	186.55			01/30/24	
		POC#8031880-REPL. POSTAGE 11/08/23-01/25/24									
		ACCOUNT TOTAL						186.55	.00	186.55	
261-2291-423.85-01 UTILITIES / UTILITIES											
1351		08/24 AP		01/20/24	0399682	CEDAR FALLS UTILITIES	1,400.36			02/09/24	
		UTILITIES THRU 01/20/24									
		ACCOUNT TOTAL						1,400.36	.00	1,400.36	
261-2291-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES											
1201		07/24 AP		01/02/24	0007285	PROFESSIONAL SOLUTIONS	26.25			02/01/24	
		DECEMBER CREDIT CARD FEES									
		ACCOUNT TOTAL						26.25	.00	26.25	
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS											
1327		08/24 AP		10/17/23	0399646	ICON POLY	22,454.05			02/07/24	
		FNL.PMT-PANTHER ON PARADE PANTHER MASCOTS/SHIPPING									
		PROJECT#:		032372							
		ACCOUNT TOTAL						22,454.05	.00	22,454.05	
		FUND TOTAL						24,067.21	.00	24,067.21	

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FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.72-99 OPERATING SUPPLIES / POSTAGE										
1260		07/24 AP		01/25/24	0399618	CMRS-POC	3.78			01/30/24
						POC#8031880-REPL.POSTAGE				11/08/23-01/25/24
ACCOUNT TOTAL							3.78	.00	3.78	
262-1092-423.85-01 UTILITIES / UTILITIES										
966		08/24 AP		01/05/24	0399658	CEDAR FALLS UTILITIES	879.75			02/01/24
						COMMUNITY CNTR UTILITIES				
ACCOUNT TOTAL							879.75	.00	879.75	
262-1092-423.87-01 RENTALS / RENTALS										
1327		08/24 AP		01/18/24	0399647	JANIS SWANSON	350.00			02/07/24
						REF.-RENTAL/SECURITY DEP.				WEATHER CANCELLATION
ACCOUNT TOTAL							350.00	.00	350.00	
FUND TOTAL							1,233.53	.00	1,233.53	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP										
1201		07/24 AP		01/11/24	0007254	EMC RISK SERVICES, LLC	450.00			02/01/24
						WORKER COMP-POLICE ADMIN				
1201		07/24 AP		01/11/24	0007254	EMC RISK SERVICES, LLC	761.47			02/01/24
						WORKER COMP-POLICE CLAIM				
ACCOUNT TOTAL							1,211.47	.00	1,211.47	
FUND TOTAL							1,211.47	.00	1,211.47	
FUND 293 FIRE RETIREMENT FUND										
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP										
1201		07/24 AP		01/11/24	0007254	EMC RISK SERVICES, LLC	1,088.14			02/01/24
						WORKER COMP-FIRE CLAIM				
ACCOUNT TOTAL							1,088.14	.00	1,088.14	
FUND TOTAL							1,088.14	.00	1,088.14	

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FUND 294						LIBRARY RESERVE				
FUND 295						SOFTBALL PLAYER CAPITAL				
FUND 296						GOLF CAPITAL				
FUND 297						REC FACILITIES CAPITAL				
FUND 298						HEARST CAPITAL				
FUND 311						DEBT SERVICE FUND				
FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
404-1220-431.92-37						STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS				
1260		07/24	AP	01/25/24	0399618	CMRS-POC	30.87			01/30/24
						POC#8031880-REPL.POSTAGE				
						PROJECT#: 012017				
						ACCOUNT TOTAL	30.87	.00	30.87	
						FUND TOTAL	30.87	.00	30.87	
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						2024 BOND				
FUND 435						1999 TIF				
FUND 436						2012 BOND				
FUND 437						2018 BOND				
FUND 438						2020 BOND FUND				
FUND 439						2022 BOND FUND				
FUND 443						CAPITAL PROJECTS				
FUND 472						PARKADE RENOVATION				
FUND 473						SIDEWALK ASSESSMENT				
FUND 483						ECONOMIC DEVELOPMENT				
FUND 484						ECONOMIC DEVELOPMENT LAND				
FUND 541						2018 STORM WATER BONDS				
FUND 544						2008 SEWER BONDS				
FUND 545						2018 SEWER BONDS				
FUND 546						SEWER IMPROVEMENT FUND				
FUND 547						SEWER RESERVE FUND				
FUND 548						1997 SEWER BOND FUND				
FUND 549						1992 SEWER BOND FUND				
FUND 550						2000 SEWER BOND FUND				

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FUND 551 REFUSE FUND										
551-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE										
1201		07/24	AP	01/05/24	0007267	IOWA DEPT.OF REVENUE MONTHLY SALES TAX	233.47			02/01/24
						COMMERCIAL GARBAGE A/R				
						ACCOUNT TOTAL	233.47	.00	233.47	
551-6675-436.72-99 OPERATING SUPPLIES / POSTAGE										
1260		07/24	AP	01/25/24	0399618	CMRS-POC POC#8031880-REPL.POSTAGE	68.74			01/30/24
						11/08/23-01/25/24				
						ACCOUNT TOTAL	68.74	.00	68.74	
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE										
1260		07/24	AP	01/25/24	0399618	CMRS-POC POC#8031880-REPL.POSTAGE	293.82			01/30/24
						11/08/23-01/25/24				
						ACCOUNT TOTAL	293.82	.00	293.82	
551-6685-436.85-01 UTILITIES / UTILITIES										
1351		08/24	AP	01/20/24	0399682	CEDAR FALLS UTILITIES UTILITIES THRU 01/20/24	3,799.08			02/09/24
						ACCOUNT TOTAL	3,799.08	.00	3,799.08	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
1351		08/24	AP	01/20/24	0399682	CEDAR FALLS UTILITIES UTILITIES THRU 01/20/24	6,603.33			02/09/24
						ACCOUNT TOTAL	6,603.33	.00	6,603.33	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
1363		08/24	AP	01/31/24	0000000	BLACK HAWK CO.LANDFILL LANDFILL SRV:1/16-1/31/24	22,205.38			02/13/24
1260		07/24	AP	01/15/24	0399617	BLACK HAWK CO.LANDFILL LANDFILL SRV:1/2-1/15/24	18,405.29			01/30/24
						ACCOUNT TOTAL	40,610.67	.00	40,610.67	
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
1201		07/24	AP	01/05/24	0007267	IOWA DEPT.OF REVENUE MONTHLY SALES TAX	180.85			02/01/24
						COMMERCIAL GARBAGE				
						ACCOUNT TOTAL	180.85	.00	180.85	

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FUND 551 REFUSE FUND										
551-6685-436.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1201		07/24	AP	01/02/24	0007288	PROFESSIONAL SOLUTIONS	401.43			02/01/24
						DECEMBER CREDIT CARD FEES				
1201		07/24	AP	01/02/24	0007282	PROFESSIONAL SOLUTIONS	13.24			02/01/24
						DECEMBER CREDIT CARD FEES				
						ACCOUNT TOTAL	414.67	.00	414.67	
						FUND TOTAL	52,204.63	.00	52,204.63	
FUND 552 SEWER RENTAL FUND										
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE										
1260		07/24	AP	01/25/24	0399618	CMRS-POC	33.01			01/30/24
						POC#8031880-REPL.POSTAGE				
						11/08/23-01/25/24				
1260		07/24	AP	01/25/24	0399618	CMRS-POC	13.23			01/30/24
						POC#8031880-REPL.POSTAGE				
						11/08/23-01/25/24				
						ACCOUNT TOTAL	46.24	.00	46.24	
552-6665-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1363		08/24	AP	02/05/24	0000000	ROBINSON, CHRIS	240.00			02/13/24
						RMB:CIVIL PENALTY				
						VIOLATION IOWA CODE 103				
1363		08/24	AP	01/26/24	0000000	ROBINSON, CHRIS	20.55			02/13/24
						RMB:2024 LICENSE FEE				
						ACCOUNT TOTAL	260.55	.00	260.55	
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1296		08/24	AP	12/19/23	0399633	NORTHROP, JEREMY	32.29			02/01/24
						RMB:OPERATOR 3 TEST FEE				
						ACCOUNT TOTAL	32.29	.00	32.29	
552-6665-436.85-01 UTILITIES / UTILITIES										
1351		08/24	AP	01/20/24	0399682	CEDAR FALLS UTILITIES	5,934.36			02/09/24
						UTILITIES THRU 01/20/24				
						ACCOUNT TOTAL	5,934.36	.00	5,934.36	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
1363		08/24	AP	01/31/24	0000000	BLACK HAWK CO.LANDFILL	118.68			02/13/24
						LANDFILL SRV:1/16-1/31/24				
						ACCOUNT TOTAL	118.68	.00	118.68	

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FUND 552 SEWER RENTAL FUND										
552-6665-1351	436.86-34	REPAIR & MAINTENANCE		08/24	01/20/24 0399682	/ BILLING & COLLECTING CEDAR FALLS UTILITIES UTILITIES THRU 01/20/24	6,603.33			02/09/24
ACCOUNT TOTAL							6,603.33	.00	6,603.33	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
1201	07/24	AP 01/05/24		0007267		IOWA DEPT.OF REVENUE MONTHLY SALES TAX COMMERCIAL SEWER	9,225.33			02/01/24
ACCOUNT TOTAL							9,225.33	.00	9,225.33	
FUND TOTAL							22,220.78	.00	22,220.78	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-1260	432.72-01	OPERATING SUPPLIES		07/24	01/25/24 0399618	/ OPERATING SUPPLIES CMRS-POC POC#8031880-REPL.POSTAGE 11/08/23-01/25/24	5.04			01/30/24
ACCOUNT TOTAL							5.04	.00	5.04	
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
1351	08/24	AP 01/20/24		0399682		CEDAR FALLS UTILITIES UTILITIES THRU 01/20/24	6,603.34			02/09/24
ACCOUNT TOTAL							6,603.34	.00	6,603.34	
FUND TOTAL							6,608.38	.00	6,608.38	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-1201	441.64-02	INSURANCE / HEALTH INS.		07/24	01/16/24 0007274	REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	128.04			02/01/24
ACCOUNT TOTAL							128.04	.00	128.04	
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1260	07/24	AP 01/25/24		0399618		CMRS-POC POC#8031880-REPL.POSTAGE 11/08/23-01/25/24	59.73			01/30/24
ACCOUNT TOTAL							59.73	.00	59.73	

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FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1351		08/24 AP		02/01/24	0399683	CENTURYLINK	64.68			02/09/24
						CITY PHONE SERV.-FEB'24				
1296		08/24 AP		01/19/24	0399636	VERIZON WIRELESS	1,125.21			02/01/24
						WIRELESS SRV:1/20-2/19/24				
1296		08/24 AP		01/06/24	0399635	U.S. CELLULAR	3,574.16			02/01/24
						WIRELESS SRV:1/6-2/5/24				
						ACCOUNT TOTAL	4,764.05	.00	4,764.05	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1296		08/24 AP		01/06/24	0399635	U.S. CELLULAR PHONE	26.39			02/01/24
						ACCOUNT TOTAL	26.39	.00	26.39	
						FUND TOTAL	4,978.21	.00	4,978.21	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
1201		07/24 AP		01/29/24	0007259	EXPRESS SCRIPTS, INC.	14,967.91			02/01/24
						RX CLAIMS PROCESSING				
1201		07/24 AP		01/26/24	0007301	WELLMARK IOWA	31,227.35			02/01/24
						HEALTH CLAIMS PROCESSING				
1201		07/24 AP		01/25/24	0007302	WEX HEALTH, INC.	124.20			02/01/24
						COBRA MONTHLY ADMIN FEE				
1201		07/24 AP		01/22/24	0007258	EXPRESS SCRIPTS, INC.	16,068.21			02/01/24
						RX CLAIMS PROCESSING				
1201		07/24 AP		01/19/24	0007300	WELLMARK IOWA	77,563.16			02/01/24
						HEALTH CLAIMS PROCESSING				
1201		07/24 AP		01/16/24	0007257	EXPRESS SCRIPTS, INC.	78,675.41			02/01/24
						RX CLAIMS PROCESSING				
1201		07/24 AP		01/16/24	0007274	ISOLVED BENEFIT SERVICES, INC	80.75			02/01/24
						HEALTH INS. REIMBURSEMENT				
1201		07/24 AP		01/12/24	0007299	WELLMARK IOWA	54,503.94			02/01/24
						HEALTH CLAIMS PROCESSING				
1201		07/24 AP		01/08/24	0007256	EXPRESS SCRIPTS, INC.	23,079.30			02/01/24
						RX CLAIMS PROCESSING				
1201		07/24 AP		01/03/24	0007298	WELLMARK IOWA	61,472.08			02/01/24
						HEALTH CLAIMS PROCESSING				
1201		07/24 AP		01/02/24	0007255	EXPRESS SCRIPTS, INC.	8,875.37			02/01/24
						RX CLAIMS PROCESSING				
						ACCOUNT TOTAL	366,637.68	.00	366,637.68	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										

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NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE						continued			
1201		07/24	AP	01/03/24	0007253	DELTA DENTAL OF IOWA	8,404.70		02/01/24
						JANUARY 2024 DENTAL			
						ACCOUNT TOTAL	8,404.70	.00	8,404.70
						FUND TOTAL	375,042.38	.00	375,042.38
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
1351		08/24	AP	02/08/24	0399686	REGENOLD, SHARON K.	268.59		02/09/24
						RMB:JAN.2024 HEALTH SEV.			
1304		08/24	AP	02/01/24	0399640	STURM, MARK	116.84		02/05/24
						RMB:FEB.2024 HEALTH SEV.			
1304		08/24	AP	02/01/24	0399640	STURM, MARK	62.69		02/05/24
						RMB:FEB.2024 HEALTH SEV.			
						ACCOUNT TOTAL	448.12	.00	448.12
						FUND TOTAL	448.12	.00	448.12
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES									
1201		07/24	AP	01/29/24	0007295	UNITED STATES TREASURY	71,465.40		02/01/24
						FEDERAL WITHHOLDING TAX			
1201		07/24	AP	01/12/24	0007294	UNITED STATES TREASURY	71,437.78		02/01/24
						FEDERAL WITHHOLDING TAX			
1201		07/24	AP	01/02/24	0007293	UNITED STATES TREASURY	70,556.82		02/01/24
						FEDERAL WITHHOLDING TAX			
						ACCOUNT TOTAL	213,460.00	.00	213,460.00
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING									
1201		07/24	AP	01/29/24	0007270	IOWA DEPT.OF REVENUE	28,902.00		02/01/24
						STATE WITHHOLDING TAX			
1201		07/24	AP	01/16/24	0007269	IOWA DEPT.OF REVENUE	28,778.82		02/01/24
						STATE WITHHOLDING TAX			
1201		07/24	AP	01/02/24	0007268	IOWA DEPT.OF REVENUE	29,522.50		02/01/24
						STATE WITHHOLDING TAX			
						ACCOUNT TOTAL	87,203.32	.00	87,203.32

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST	BALANCE
										DT
FUND 686 PAYROLL FUND										
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
1201		07/24	AP	01/29/24	0007295	UNITED STATES TREASURY	86,383.76			02/01/24
						SS & MQGE/MEDICARE TAX				01/26/24 PAYROLL
1201		07/24	AP	01/12/24	0007294	UNITED STATES TREASURY	91,453.58			02/01/24
						SS & MQGE/MEDICARE TAX				01/12/24 PAYROLL
1201		07/24	AP	01/02/24	0007293	UNITED STATES TREASURY	79,899.65			02/01/24
						SS & MQGE/MEDICARE TAX				12/29/23 PAYROLL
ACCOUNT TOTAL							257,736.99	.00		257,736.99
686-0000-222.04-00 PAYROLL LIABILITY / IPERS										
1201		07/24	AP	01/31/24	0007266	I.P.E.R.S.	157,161.19			02/01/24
						IPERS JANUARY 2024				
1201		07/24	AP	01/02/24	0007265	I.P.E.R.S.	228,431.59			02/01/24
						IPERS DECEMBER 2023				
ACCOUNT TOTAL							385,592.78	.00		385,592.78
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
1201		07/24	AP	01/29/24	0007252	COLLECTION SERVICES CENTER	593.51			02/01/24
						CHILD SUPPORT PAYMENTS				01/26/24 PAYROLL
1201		07/24	AP	01/29/24	0007273	ISOLVED BENEFIT SERVICES, INC	6,485.56			02/01/24
						CAFETERIA PLAN				01/26/24 PAYROLL
1201		07/24	AP	01/25/24	0007272	ISOLVED BENEFIT SERVICES, INC	25.00			02/01/24
						CAFETERIA PLAN				01/12/24 PAYROLL ADDITION
1201		07/24	AP	01/24/24	0007297	VOYA FINANCIAL	12,251.07			02/01/24
						EMPLOYEE 457 CONTRIBUTION				01/26/24 PAYROLL
1201		07/24	AP	01/16/24	0007251	COLLECTION SERVICES CENTER	593.51			02/01/24
						CHILD SUPPORT PAYMENTS				01/12/24 PAYROLL
1201		07/24	AP	01/12/24	0007271	ISOLVED BENEFIT SERVICES, INC	6,450.56			02/01/24
						CAFETERIA PLAN				01/12/24 PAYROLL
1201		07/24	AP	01/10/24	0007296	VOYA FINANCIAL	57,156.07			02/01/24
						EMPLOYEE 457 CONTRIBUTION				01/12/24 PAYROLL
1201		07/24	AP	01/02/24	0007250	COLLECTION SERVICES CENTER	593.51			02/01/24
						CHILD SUPPORT PAYMENTS				12/29/23 PAYROLL
ACCOUNT TOTAL							84,148.79	.00		84,148.79
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT										
1201		07/24	AP	01/31/24	0007277	MUNICIPAL FIRE & POLICE RETIR	174,674.99			02/01/24
						MFPRSI RETIREMENT				
1201		07/24	AP	01/03/24	0007276	MUNICIPAL FIRE & POLICE RETIR	261,298.14			02/01/24
						MFPRSI RETIREMENT				
ACCOUNT TOTAL							435,973.13	.00		435,973.13

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FUND 686 PAYROLL FUND										
FUND TOTAL							1,464,115.01	.00	1,464,115.01	
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
1201		07/24 AP		01/11/24	0007254	EMC RISK SERVICES, LLC WORKER COMP CLAIM	723.62			02/01/24
ACCOUNT TOTAL							723.62	.00	723.62	
FUND TOTAL							723.62	.00	723.62	
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
1201		07/24 AP		01/11/24	0007254	EMC RISK SERVICES, LLC LIABILITY CLAIM	38.00			02/01/24
ACCOUNT TOTAL							38.00	.00	38.00	
FUND TOTAL							38.00	.00	38.00	
FUND 724 TRUST & AGENCY										
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND										
1363		08/24 AP		02/12/24	0000000	GENERAL FUND PROPERTY TAX PAYMENT	8,382.29			02/13/24
ACCOUNT TOTAL							8,382.29	.00	8,382.29	
FUND TOTAL							8,382.29	.00	8,382.29	
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
GRAND TOTAL							2,189,024.69	6,132.49	2,182,892.20	

COUNCIL INVOICES FOR 02/19/24 MEETING

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FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1295		08/24	AP	02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.85			02/13/24
						TAPE/FOLDERS/SM. POST-ITS				
1295		08/24	AP	02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.18			02/13/24
						COPY PAPER				
1265		08/24	AP	01/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.40			02/13/24
						AA&AAA BATTERIES,GEL PENS				
1265		08/24	AP	01/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04			02/13/24
						COPY PAPER				
1265		08/24	AP	01/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.28			02/13/24
						INDEX TABS				
1308		08/24	AP	01/22/24	0145473	US BANK	24.98			02/07/24
						AMZN MKTP US*R03LF4LK0 RECHARGABLE AAA BATTERIES				
1308		08/24	AP	01/22/24	0145473	US BANK	28.98			02/07/24
						AMZN MKTP US*R84W16XW2 BLUETOOTH HEADPHONES				
1265		08/24	AP	01/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	19.66			02/13/24
						RULER,LABELS, MESH HOLDER				
1308		08/24	AP	01/08/24	0145473	US BANK	7.19			02/07/24
						AMZN MKTP US*TK6KC9KS0 PARTY SUPPLIES				
1295		08/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52			02/13/24
						COPY PAPER				
1295		08/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.79			02/13/24
						PAPER CLIPS/FILE FOLDERS CORRECTION TAPE				
						ACCOUNT TOTAL	112.87	.00	112.87	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1295		08/24	AP	02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.91			02/13/24
						TAPE/FOLDERS/SM. POST-ITS				
1295		08/24	AP	02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80			02/13/24
						COPY PAPER				
						ACCOUNT TOTAL	6.71	.00	6.71	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1295		08/24	AP	02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.83			02/13/24
						TAPE/FOLDERS/SM. POST-ITS				
1295		08/24	AP	02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	19.00			02/13/24
						COPY PAPER				
						ACCOUNT TOTAL	28.83	.00	28.83	
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1295		08/24	AP	01/08/24	0000000	CEDAR VALLEY SHRM	100.00			02/13/24
						2024 MEMBERSHIP-K AGUIAR				
						ACCOUNT TOTAL	100.00	.00	100.00	

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FUND 101 GENERAL FUND									
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1295		08/24	AP	02/01/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.64		02/13/24	
					TAPE/FOLDERS/SM. POST-ITS				
1295		08/24	AP	02/01/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	11.40		02/13/24	
					COPY PAPER				
					ACCOUNT TOTAL	15.04	.00	15.04	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION									
1295		08/24	AP	02/01/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.52		02/13/24	
					COPY PAPER				
1308		08/24	AP	01/17/24	0145473 US BANK	30.95		02/07/24	
					AMZN MKTP US*RT77J7SX1 CUSTOM HRC VINYL STICKERS				
1308		08/24	AP	12/22/23	0145473 US BANK	100.65		02/07/24	
					DIY*BOOKBABY SUSIE CLARK: BRAVEST GIRL				
					ACCOUNT TOTAL	133.12	.00	133.12	
101-1038-441.81-49 PROFESSIONAL SERVICES / BACKGROUND CHECK									
1295		08/24	AP	02/01/24	0000000 ONE SOURCE THE BACKGROUND CHE	136.90		02/13/24	
					JANUARY APPLICANTS 01/01/24-02/01/24				
					ACCOUNT TOTAL	136.90	.00	136.90	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
1295		08/24	AP	01/27/24	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		02/13/24	
					JOB AD:ALL 6 JAN TITLES COURIER				
1295		08/24	AP	01/25/24	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		02/13/24	
					JOB AD:CAMERA READY TITLE COURIER				
1295		08/24	AP	01/23/24	0000000 COURIER COMMUNICATIONS-ADVERT	467.00		02/13/24	
					LOCAL ADS:WFCOURIER.COM ONLINE				
1295		08/24	AP	01/23/24	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		02/13/24	
					JOB AD:ALL 6 JAN TITLES COURIER				
1295		08/24	AP	01/23/24	0000000 COURIER COMMUNICATIONS-ADVERT	26.95		02/13/24	
					JOB AD:CAMERA READY TITLE COURIER				
1308		08/24	AP	01/22/24	0145473 US BANK	195.00		02/07/24	
					TEMPLEPUBLI JOB AD:REC PROG. SUPERVR				
1295		08/24	AP	01/20/24	0000000 COURIER COMMUNICATIONS-ADVERT	55.95		02/13/24	
					JOB AD:ALL 6 JAN TITLES COURIER				
1295		08/24	AP	01/19/24	0000000 COURIER COMMUNICATIONS-ADVERT	39.00		02/13/24	
					SEARCH BOOST ONLINE				
1295		08/24	AP	01/18/24	0000000 CEDAR VALLEY SAVER, INC.	72.00		02/13/24	
					JOB AD:PT MAINT. WORKER				
1295		08/24	AP	01/18/24	0000000 CEDAR VALLEY SAVER, INC.	5.00		02/13/24	
					JOB AD:PT MAINT. WORKER WEB				
1295		08/24	AP	01/18/24	0000000 CEDAR VALLEY SAVER, INC.	72.00		02/13/24	
					JOB AD:HEARST FRONT DESK				

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FUND 101 GENERAL FUND												
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES							continued					
1295		08/24	AP	01/18/24	0000000		CEDAR VALLEY SAVER, INC. WEB	5.00		02/13/24		
1295		08/24	AP	01/18/24	0000000		JOB AD:HEARST FRONT DESK CEDAR VALLEY SAVER, INC.	72.00		02/13/24		
1295		08/24	AP	01/18/24	0000000		JOB AD:SEASONAL LABORERS CEDAR VALLEY SAVER, INC.	5.00		02/13/24		
1308		08/24	AP	01/16/24	0145473		JOB AD:SEASONAL LABORERS US BANK	299.00		02/07/24		
1308		08/24	AP	01/16/24	0145473		YOURMEMBERSHIP JOB AD:REC PROG SUPERVR US BANK	219.50		02/07/24		
1295		08/24	AP	01/16/24	0000000		CC* NRPA CAREER CENTER JOB AD:REC PROG. SUPERVR COURIER COMMUNICATIONS-ADVERT	12.50		02/13/24		
1295		08/24	AP	01/13/24	0000000		JOB AD:1/13 & 1/16 COURIER	41.50		02/13/24		
1295		08/24	AP	01/13/24	0000000		JOB AD:1/13 & 1/16 COURIER COMMUNICATIONS-ADVERT	56.50		02/13/24		
1295		08/24	AP	01/13/24	0000000		JOB AD:PSO & OTHERS COURIER	300.00		02/13/24		
1295		08/24	AP	01/12/24	0000000		ADDL TARGETED AD-JANUARY COURIER COMMUNICATIONS-ADVERT	56.50		02/13/24		
1295		08/24	AP	01/09/24	0000000		AMP DIGITAL COURIER COMMUNICATIONS-ADVERT	56.50		02/13/24		
1308		08/24	AP	01/05/24	0145473		JOB AD:PSO & OTHERS US BANK	119.95		02/07/24		
1295		08/24	AP	01/04/24	0000000		LINKEDIN RECRUITER 907431 RECRUITER LITE:1/4-2/4/24 CEDAR VALLEY SAVER, INC.	72.00		02/13/24		
1295		08/24	AP	01/04/24	0000000		JOB AD:PUB.SAFETY OFFICER CEDAR VALLEY SAVER, INC.	72.00		02/13/24		
1295		08/24	AP	01/04/24	0000000		JOB AD:RESERVE OFFICER CEDAR VALLEY SAVER, INC.	5.00		02/13/24		
1295		08/24	AP	01/04/24	0000000		JOB AD:PUB.SAFETY OFFICER WEB	5.00		02/13/24		
1295		08/24	AP	01/04/24	0000000		JOB AD:RESERVE OFFICER CEDAR VALLEY SAVER, INC.	72.00		02/13/24		
1295		08/24	AP	01/04/24	0000000		JOB AD:SEASONAL LABORERS CEDAR VALLEY SAVER, INC.	5.00		02/13/24		
1295		08/24	AP	01/04/24	0000000		JOB AD:SEASONAL LABORERS WEB	500.00		02/13/24		
1295		08/24	AP	01/01/24	0000000		PPC CAMPAIGN-JANUARY COURIER COMMUNICATIONS-ADVERT	600.00		02/13/24		
1295		08/24	AP	01/01/24	0000000		AMP DIGITAL COURIER COMMUNICATIONS-ADVERT	16.50		02/13/24		
1295		08/24	AP	12/30/23	0000000		AUDIENCE TARGETED DISPLAY AMP DIGITAL COURIER COMMUNICATIONS-ADVERT	16.50		02/13/24		
1295		08/24	AP	12/26/23	0000000		JOB AD:PSO COURIER	16.50		02/13/24		
1295		08/24	AP	12/26/23	0000000		JOB AD:PSO COURIER COMMUNICATIONS-ADVERT	16.50		02/13/24		
							ACCOUNT TOTAL	3,565.20	.00	3,565.20		
101-1038-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS												
1308		08/24	AP	01/16/24	0145473		US BANK MEMBERSHIP:2024 BALVANZ	215.00		02/07/24		
							PELRA* INV-6912					

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FUND 101 GENERAL FUND									
101-1038-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS						continued			
1308		08/24 AP		01/11/24 0145473	US BANK	100.00		02/07/24	
				PAYPAL *CEDARVALLEY	2024 MEMBERSHIP-C LUHRING				
ACCOUNT TOTAL						315.00	.00	315.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1295		08/24 AP		02/01/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.82		02/13/24	
					TAPE/FOLDERS/SM. POST-ITS				
1295		08/24 AP		02/01/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		02/13/24	
					COPY PAPER				
ACCOUNT TOTAL						4.10	.00	4.10	
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
1295		08/24 AP		02/01/24 0000000	THOMSON REUTERS - WEST	741.54		02/13/24	
					WESTLAW INFORMATION				
					01/01/24-01/31/24				
ACCOUNT TOTAL						741.54	.00	741.54	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
1362		08/24 AP		02/05/24 0000000	SWISHER & COHRT, P.L.C.	380.00		02/13/24	
					LGL:MISCELLANEOUS MATTERS				
					12/27/23-01/19/24				
1362		08/24 AP		02/05/24 0000000	SWISHER & COHRT, P.L.C.	1,085.00		02/13/24	
					LGL:MISC/JURY TRIAL/APPL				
					01/03/24-01/23/24				
1295		08/24 AP		02/01/24 0000000	REDFERN, MASON, LARSEN & MOORE,	190.00		02/13/24	
					LGL:GREENHILL VILL.9TH AD				
					01/03/24-01/29/24				
					PROJECT#: 023006				
1295		08/24 AP		01/29/24 0000000	AHLERS AND COONEY, P.C.	12,967.00		02/13/24	
					LGL:JUDICIAL REVIEW				
					12/15/23-01/08/24				
1362		08/24 AP		01/06/24 0000000	SWISHER & COHRT, P.L.C.	9.00		02/13/24	
					LGL:523 W. 1ST ST-HAGEMAN				
					01/10/24				
ACCOUNT TOTAL						14,631.00	.00	14,631.00	
101-1048-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1308		08/24 AP		01/05/24 0145473	US BANK	20.00		02/07/24	
					OFFICE OF PROF REGULATION				
					CLE ANNUAL REPORT				
1308		08/24 AP		01/05/24 0145473	US BANK	250.00		02/07/24	
					OFFICE OF PROF REGULATION				
					CLIENT SEC.ANNUAL FILING				
ACCOUNT TOTAL						270.00	.00	270.00	
101-1048-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1308		08/24 AP		01/08/24 0145473	US BANK	199.00		02/07/24	

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FUND 101 GENERAL FUND										
101-1048	441.83	06				TRANSPORTATION&EDUCATION / NATIONAL BUSINESS INST.				
						REG:ONDEMAND VIDEO TRAIN.				
						ACCOUNT TOTAL	199.00	.00	199.00	
continued										
101-1060	423.71	01				OFFICE SUPPLIES / OFFICE SUPPLIES				
1310	08/24	AP		01/04/24	0145473	US BANK	26.24			02/07/24
						AMZN MKTP US*TK50P5G00 NAME BADGE INSERTS				
1310	08/24	AP		12/29/23	0145473	US BANK	19.57			02/07/24
						AMZN MKTP US*M29AL4DD3 0.47" LABEL TAPE				
						ACCOUNT TOTAL	45.81	.00	45.81	
101-1060	423.81	91				PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT				
1310	08/24	AP		01/12/24	0145473	US BANK	90.00			02/07/24
						INTUIT *QBOOKS ONLINE QUICKBOOKS MONTHLY SUB.				
						ACCOUNT TOTAL	90.00	.00	90.00	
101-1060	423.83	05				TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1310	08/24	AP		01/12/24	0145473	US BANK	91.91			02/07/24
						HY-VEE CEDAR FALLS 1052 SNACKS FOR TRAININGS				
						ACCOUNT TOTAL	91.91	.00	91.91	
101-1060	423.83	06				TRANSPORTATION&EDUCATION / EDUCATION				
1310	08/24	AP		01/22/24	0145473	US BANK	60.00			02/07/24
						PAYPAL *IOWACONSERV REG:ICEC WINTER WORKSHOP				
1310	08/24	AP		01/19/24	0145473	US BANK	135.00			02/07/24
						IOWALIBRARYASSOCIATION ILA FY24 BLACKFORD RENEWL				
1310	08/24	AP		01/11/24	0145473	US BANK	150.00			02/07/24
						IOWALIBRARYASSOCIATION ILA CY24 RENEWAL PAGEL				
1310	08/24	AP		01/11/24	0145473	US BANK	160.00			02/07/24
						IOWALIBRARYASSOCIATION ILA CY24 RENEWAL HOSFORD				
1310	08/24	AP		01/05/24	0145473	US BANK	200.00			02/07/24
						IOWALIBRARYASSOCIATION ILA CY24 RENEWAL STERN				
1310	08/24	AP		12/21/23	0145473	US BANK	100.00			02/07/24
						LIBRARYWORKS/MODLIBAWD REG:NURTURING RESILIENCE				
						ACCOUNT TOTAL	805.00	.00	805.00	
101-1060	423.89	20				MISCELLANEOUS SERVICES / ADULT BOOKS				
1310	08/24	AP		12/21/23	0145473	US BANK	16.96			02/07/24
						AMAZON.COM*QG9U92IP3 ADULT BOOKS (MEM REMMERT)				
						ACCOUNT TOTAL	16.96	.00	16.96	

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FUND 101 GENERAL FUND										
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1310		08/24 AP		01/22/24	0145473	US BANK	74.38		02/07/24	
						HOBBY-LOBBY #0135 FOTL:COLAB-TRACING PAPER				
1310		08/24 AP		01/19/24	0145473	US BANK	85.57		02/07/24	
						CRUNCHYROLL.COM FOTL:YA-CRUNCHYROLL SUB.				
1310		08/24 AP		01/19/24	0145473	US BANK	413.85		02/07/24	
						AMZN MKTP US*R82W72FZ1 FOTL:COLAB-PLANT STAND &				
1310		08/24 AP		01/17/24	0145473	US BANK	9.10		02/07/24	
						HY-VEE CEDAR FALLS 1052 FOTL:YA-SOUP SUPPLIES				
1310		08/24 AP		01/09/24	0145473	US BANK	18.00		02/07/24	
						HY-VEE CEDAR FALLS 1052 FOTL:YA-SOUP INGREDIENTS				
1310		08/24 AP		01/02/24	0145473	US BANK	126.05		02/07/24	
						AMZN MKTP US*TK4VK5CP0 FOTL:YOUTH-GLUE, PLATES,				
1310		08/24 AP		12/29/23	0145473	US BANK	53.00		02/07/24	
						AMAZON.COM*9T68E3883 FOTL:ADULT-ADULT BOOKS				
1310		08/24 AP		12/29/23	0145473	US BANK	136.40		02/07/24	
						AMZN MKTP US*PK1NL8403 FOTL:YOUTH-BOOKPLATES				
1310		08/24 AP		12/26/23	0145473	US BANK		11.55	02/07/24	
						AMAZON.COM FOTL:YA-REFUND ON YOUNG				
						ACCOUNT TOTAL	916.35	11.55	904.80	
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1310		08/24 AP		01/11/24	0145473	US BANK	1,200.00		02/07/24	
						MOBILE BEACON HOTSPOT 1-YR SERVICE(X10)				
						ACCOUNT TOTAL	1,200.00	.00	1,200.00	
101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS										
1310		08/24 AP		01/12/24	0145473	US BANK	37.03		02/07/24	
						THE WEBSTAUARANT STORE INC BUTCHER PAPER				
						ACCOUNT TOTAL	37.03	.00	37.03	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1310		08/24 AP		01/22/24	0145473	US BANK	14.89		02/07/24	
						AMZN MKTP US*R008M04Y0 ADULT BOOKS				
1310		08/24 AP		01/12/24	0145473	US BANK	39.95		02/07/24	
						AMZN MKTP US*RT0BT1LZ1 ADULT BOOKS				
1310		08/24 AP		01/10/24	0145473	US BANK	28.54		02/07/24	
						AMZN MKTP US*RT0V58XW0 ADULT BOOKS				
1310		08/24 AP		01/02/24	0145473	US BANK	23.95		02/07/24	
						AMAZON.COM*500NX9G43 ADULT BOOKS				
1310		08/24 AP		01/02/24	0145473	US BANK	14.95		02/07/24	
						AMAZON.COM*ES8AC7WL3 ADULT BOOKS				
1310		08/24 AP		12/29/23	0145473	US BANK	19.95		02/07/24	
						AMAZON.COM*G85GF9483 ADULT BOOKS				

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FUND 101 GENERAL FUND											
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS							continued				
1310		08/24	AP	12/29/23	0145473	US BANK		38.40		02/07/24	
						AMAZON.COM*462E76IN3	ADULT BOOKS				
1310		08/24	AP	12/27/23	0145473	US BANK		28.58		02/07/24	
						AMAZON.COM*AU7A17433	ADULT BOOKS				
1310		08/24	AP	12/26/23	0145473	US BANK		24.99		02/07/24	
						AMAZON.COM*W037L0BH3	ADULT BOOKS				
1310		08/24	AP	12/21/23	0145473	US BANK		2.99		02/07/24	
						AMAZON.COM*QG9U92IP3	ADULT BOOKS				
ACCOUNT TOTAL								237.19	.00	237.19	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS											
1310		08/24	AP	01/18/24	0145473	US BANK			19.40	02/07/24	
						AMZN MKTP US	YOUNG ADULT BOOKS REFUND				
1310		08/24	AP	01/15/24	0145473	US BANK		24.99		02/07/24	
						AMAZON.COM*RT9B03BD2	YOUNG ADULT BOOKS				
1310		08/24	AP	12/22/23	0145473	US BANK		19.40		02/07/24	
						AMZN MKTP US*2C9ER78U3	YOUNG ADULT BOOKS				
ACCOUNT TOTAL								44.39	19.40	24.99	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS											
1310		08/24	AP	01/22/24	0145473	US BANK		18.99		02/07/24	
						AMZN MKTP US*R008M04Y0	YOUTH BOOKS				
1310		08/24	AP	01/15/24	0145473	US BANK		33.55		02/07/24	
						AMAZON.COM*R86K973Z0	YOUTH BOOKS				
1310		08/24	AP	01/03/24	0145473	US BANK		47.83		02/07/24	
						WWW.AMAZON* 113-876477	YOUTH BOOKS				
1310		08/24	AP	01/03/24	0145473	US BANK		14.99		02/07/24	
						AMAZON.COM*DJ4AR6CY3	YOUTH BOOKS				
1310		08/24	AP	01/02/24	0145473	US BANK		14.99		02/07/24	
						AMAZON.COM*4J13T5B73	YOUTH BOOKS				
1310		08/24	AP	01/02/24	0145473	US BANK		14.19		02/07/24	
						AMAZON.COM*RM11018T3	YOUTH BOOKS				
1310		08/24	AP	12/29/23	0145473	US BANK		10.49		02/07/24	
						AMAZON.COM*VH9TX1EK3	YOUTH BOOKS				
1310		08/24	AP	12/26/23	0145473	US BANK		17.98		02/07/24	
						AMAZON.COM*W037L0BH3	YOUTH BOOKS				
1310		08/24	AP	12/21/23	0145473	US BANK		22.77		02/07/24	
						AMZN MKTP US*VC8U05U83	YOUTH BOOKS				
ACCOUNT TOTAL								195.78	.00	195.78	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO											
1310		08/24	AP	01/12/24	0145473	US BANK		55.99		02/07/24	
						AMZN MKTP US*RT0BT1LZ1	ADULT VIDEOS				

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FUND 101 GENERAL FUND									
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO						continued			
1310		08/24 AP		01/08/24	0145473 US BANK	64.04		02/07/24	
					AMZN MKTP US*TK27D7GG1 ADULT VIDEOS				
1310		08/24 AP		12/28/23	0145473 US BANK	29.94		02/07/24	
					AMAZON.COM*579FJ8HP3 ADULT VIDEOS				
1310		08/24 AP		12/27/23	0145473 US BANK	53.24		02/07/24	
					AMAZON.COM*AU7A17433 ADULT VIDEOS				
1310		08/24 AP		12/26/23	0145473 US BANK	19.95		02/07/24	
					AMAZON.COM*KR7TT7EE3 ADULT VIDEOS				
ACCOUNT TOTAL						223.16	.00	223.16	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
1310		08/24 AP		12/29/23	0145473 US BANK	139.98		02/07/24	
					AMZN MKTP US*381BD16G3 YOUNG ADULT VIDEO GAMES				
ACCOUNT TOTAL						139.98	.00	139.98	
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO									
1310		08/24 AP		01/22/24	0145473 US BANK	13.98		02/07/24	
					AMAZON.COM*R80IK4JII YOUTH CD MUSIC				
ACCOUNT TOTAL						13.98	.00	13.98	
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
1310		08/24 AP		01/22/24	0145473 US BANK	99.76		02/07/24	
					AMAZON.COM*R80IK4JII YOUTH VIDEOS				
1310		08/24 AP		01/08/24	0145473 US BANK	27.69		02/07/24	
					AMZN MKTP US*TK5CV3KI0 YOUTH VIDEOS				
ACCOUNT TOTAL						127.45	.00	127.45	
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS									
1310		08/24 AP		01/11/24	0145473 US BANK	30.13		02/07/24	
					WEST MUSIC - CEDAR FALLS BANJO PICKS & STRAP				
ACCOUNT TOTAL						30.13	.00	30.13	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1295		08/24 AP		02/01/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.82		02/13/24	
					TAPE/FOLDERS/SM. POST-ITS				
1295		08/24 AP		02/01/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.76		02/13/24	
					COPY PAPER				
ACCOUNT TOTAL						2.58	.00	2.58	

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FUND 101 GENERAL FUND									
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1295		08/24	AP	02/01/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.82			02/13/24
					TAPE/FOLDERS/SM. POST-ITS				
1295		08/24	AP	02/01/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.76			02/13/24
					COPY PAPER				
1308		08/24	AP	01/22/24	0145473 US BANK		454.75		02/07/24
					AMAZON RET* 114-812679				
1308		08/24	AP	01/08/24	0145473 US BANK	454.75			02/07/24
					WWW.AMAZON* 114-812679				
1308		08/24	AP	01/08/24	0145473 US BANK	57.01			02/07/24
					AMZN MKTP US*TK30S0YD0				
					OFFICE SUPPLIES-MAYOR				
					ACCOUNT TOTAL	514.34	454.75	59.59	
101-1158-441.83-03 TRANSPORTATION&EDUCATION / OUTINGS/DINNERS/AWARDS									
1295		08/24	AP	01/30/24	0000000 GROW CEDAR VALLEY	750.00			02/13/24
					REG:ANNUAL CELEBRATION'24				
					ACCOUNT TOTAL	750.00	.00	750.00	
101-1158-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1308		08/24	AP	01/15/24	0145473 US BANK	50.00			02/07/24
					IOWA LEAGUE OF CITIES				
					REG:LOCAL LEADERS DAY				
					ACCOUNT TOTAL	50.00	.00	50.00	
101-1168-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1308		08/24	AP	01/18/24	0145473 US BANK	100.00			02/07/24
					IOWA LEAGUE OF CITIES				
					REG:LOCAL LEADERS DAY				
					ACCOUNT TOTAL	100.00	.00	100.00	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE									
1308		08/24	AP	01/22/24	0145473 US BANK	35.99			02/07/24
					AMZN MKTP US*R86SS9JD1				
1308		08/24	AP	01/15/24	0145473 US BANK	197.04			02/07/24
					HY-VEE CEDAR FALLS 1052				
1308		08/24	AP	01/08/24	0145473 US BANK	172.48			02/07/24
					THE BLACK HAWK HOTEL				
					DEP:HOTEL-VISITING ARTIST				
					ACCOUNT TOTAL	405.51	.00	405.51	
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS									
1328		08/24	AP	02/02/24	0000000 O'DONNELL ACE HARDWARE	19.69			02/13/24
					BENCH PLAQUE BACKER				

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FUND 101 GENERAL FUND										
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS							continued			
1328		08/24	AP	01/29/24	0000000	GIBSON SPECIALTY CO. TRAIL PLAQUES	759.99			02/13/24
1344		08/24	AP	01/29/24	0000000	SIGNS & DESIGNS, INC. BENCH PLAQUE	469.50			02/13/24
ACCOUNT TOTAL							1,249.18	.00	1,249.18	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
1295		08/24	AP	01/11/24	0000000	COURIER LEGAL COMMUNICATIONS 1/2 MTG-MINUTES/BILLS	320.55			02/13/24
1295		08/24	AP	01/06/24	0000000	COURIER LEGAL COMMUNICATIONS PH NTC-LAND USE AMENDMT/ REZONING	75.61			02/13/24
1295		08/24	AP	01/04/24	0000000	COURIER LEGAL COMMUNICATIONS PH NTC-CIP 2024	36.55			02/13/24
1295		08/24	AP	12/28/23	0000000	COURIER LEGAL COMMUNICATIONS 12/18 MTG-MINUTES/BILLS	841.79			02/13/24
ACCOUNT TOTAL							1,274.50	.00	1,274.50	
101-1199-441.81-11 PROFESSIONAL SERVICES / ELECTION										
1354		07/24	AP	12/19/23	0145107	BLACK HAWK CO.AUDITOR 11/7/23 ELECTION EXPENSE	20,000.00			02/09/24
ACCOUNT TOTAL							20,000.00	.00	20,000.00	
101-1199-441.89-11 MISCELLANEOUS SERVICES / LEAGUE DUES										
1354		07/24	AP	12/19/23	0145107	BLACK HAWK CO.AUDITOR ACCOUNT CORRECTION		20,000.00		02/09/24
ACCOUNT TOTAL							.00	20,000.00	20,000.00-	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
1308		08/24	AP	01/04/24	0145473	US BANK PY *SHIRT SHACK INC.	40.00			02/07/24
1308		08/24	AP	01/03/24	0145473	US BANK WALMART.COM 8009666546	37.80			02/07/24
ACCOUNT TOTAL							77.80	.00	77.80	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1265		08/24	AP	01/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT AA&AAA BATTERIES,GEL PENS	1.40			02/13/24
1265		08/24	AP	01/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.57			02/13/24

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FUND 101 GENERAL FUND									
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
1265		08/24	AP	01/22/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.28		02/13/24	
					INDEX TABS				
1295		08/24	AP	12/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.28		02/13/24	
					COPY PAPER				
1295		08/24	AP	12/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.79		02/13/24	
					PAPER CLIPS/FILE FOLDERS				
					ACCOUNT TOTAL	9.32	.00	9.32	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1265		08/24	AP	01/30/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	11.65		02/13/24	
					AA&AAA BATTERIES,GEL PENS				
1265		08/24	AP	01/23/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	18.99		02/13/24	
					COPY PAPER				
1265		08/24	AP	01/22/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.32		02/13/24	
					INDEX TABS				
1295		08/24	AP	12/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	9.50		02/13/24	
					COPY PAPER				
1295		08/24	AP	12/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.56		02/13/24	
					PAPER CLIPS/FILE FOLDERS				
					ACCOUNT TOTAL	49.02	.00	49.02	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
1265		08/24	AP	01/26/24	0000000 PROFESSIONAL LAWN CARE, LLC	62.50		02/13/24	
					CODE SNOW-929 W 1ST				
1265		08/24	AP	01/26/24	0000000 PROFESSIONAL LAWN CARE, LLC	125.00		02/13/24	
					CODE SNOW-4028 ROWND				
1265		08/24	AP	01/24/24	0000000 PROFESSIONAL LAWN CARE, LLC	62.50		02/13/24	
					CODE SNOW-2505 WALNUT				
1265		08/24	AP	01/24/24	0000000 PROFESSIONAL LAWN CARE, LLC	62.50		02/13/24	
					CODE SNOW-816 W 1ST				
1265		08/24	AP	01/24/24	0000000 PROFESSIONAL LAWN CARE, LLC	62.50		02/13/24	
					CODE SNOW-822 W 1ST				
1265		08/24	AP	01/24/24	0000000 PROFESSIONAL LAWN CARE, LLC	156.25		02/13/24	
					CODE SNOW-1223 LILAC				
1265		08/24	AP	01/24/24	0000000 PROFESSIONAL LAWN CARE, LLC	125.00		02/13/24	
					CODE SNOW-1021 STATE				
1265		08/24	AP	01/24/24	0000000 PROFESSIONAL LAWN CARE, LLC	62.50		02/13/24	
					CODE SNOW-816 WALNUT				
1265		08/24	AP	01/24/24	0000000 PROFESSIONAL LAWN CARE, LLC	62.50		02/13/24	
					CODE SNOW-810 WALNUT				
					ACCOUNT TOTAL	781.25	.00	781.25	
101-2235-412.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									

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FUND 101 GENERAL FUND										
101-2235-412.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES							continued			
1308		08/24	AP	01/16/24	0145473	US BANK	86.50			02/07/24
						INT'L CODE COUNCIL INC				
						BOOKS				
						ACCOUNT TOTAL	86.50	.00	86.50	
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS										
1265		08/24	AP	01/26/24	0000000	SERVICEWEAR APPAREL, INC.	35.87			02/13/24
						UNIFORM-J WARDELL				
						PULLOVER HOODIE				
						ACCOUNT TOTAL	35.87	.00	35.87	
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1295		08/24	AP	02/01/24	0000000	THOMPSON SHOES	165.00			02/13/24
						SAFETY SHOES-J CRAIG				
						P.O. 56934				
						ACCOUNT TOTAL	165.00	.00	165.00	
101-2235-412.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1308		08/24	AP	01/08/24	0145473	US BANK	374.08			02/07/24
						ALLEGNT AIR				
						FLIGHT:ICC CONTINUING EDU				
						ACCOUNT TOTAL	374.08	.00	374.08	
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1308		08/24	AP	01/17/24	0145473	US BANK	110.00			02/07/24
						INT'L CODE COUNCIL INC				
						CERTIFICATION RENEWAL				
1308		08/24	AP	01/10/24	0145473	US BANK	750.00			02/07/24
						INT'L CODE COUNCIL				
						REG: ICC CONTINUING EDU				
1308		08/24	AP	01/09/24	0145473	US BANK	69.00			02/07/24
						INT'L CODE COUNCIL INC				
						REG:EDUCATION-JASON MAI				
						ACCOUNT TOTAL	929.00	.00	929.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1265		08/24	AP	01/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.59			02/13/24
						AA&AAA BATTERIES,GEL PENS				
1265		08/24	AP	01/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.19			02/13/24
						COPY PAPER				
1265		08/24	AP	01/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.11			02/13/24
						INDEX TABS				
1295		08/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.59			02/13/24
						COPY PAPER				
1295		08/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.15			02/13/24
						PAPER CLIPS/FILE FOLDERS				
						CORRECTION TAPE				

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FUND 101 GENERAL FUND										
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							continued			
ACCOUNT TOTAL							32.63	.00	32.63	
101-2245-442.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1308		08/24	AP	01/08/24	0145473	US BANK	366.94			02/07/24
		AMZN MKTP	US	TK6KC9KS0		BLUEPRINT HOLDER/CLAMPS				
ACCOUNT TOTAL							366.94	.00	366.94	
101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1295		08/24	AP	01/19/24	0000000	DENTONS DAVIS BROWN PC	498.30			02/13/24
		LGL:RE	IMMIGRATION			12/01/23-12/28/23				
ACCOUNT TOTAL							498.30	.00	498.30	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1308		08/24	AP	01/04/24	0145473	US BANK	209.05			02/07/24
		AMZN MKTP	US	4B87P0FX3		CARDS FOR PRINTER				
1308		08/24	AP	01/04/24	0145473	US BANK	590.77			02/07/24
		AMZN MKTP	US	TK96Y8HT0		PRINTER RIBBONS				
ACCOUNT TOTAL							799.82	.00	799.82	
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT										
1308		08/24	AP	01/17/24	0145473	US BANK	73.44			02/07/24
		PICKLEBALL	CENTRAL			INDOOR PICKLEBALLS				
ACCOUNT TOTAL							73.44	.00	73.44	
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS										
1340		08/24	AP	02/08/24	0000000	ATLANTIC COCA-COLA	257.12			02/13/24
		REC CONCESSIONS								
1340		08/24	AP	02/01/24	0000000	ATLANTIC COCA-COLA	230.58			02/13/24
		REC CONCESSIONS								
1308		08/24	AP	01/19/24	0145473	US BANK		44.11		02/07/24
		AMZN MKTP	US			REF:CREAMER PACKETS				
1308		08/24	AP	01/15/24	0145473	US BANK	44.11			02/07/24
		AMZN MKTP	US	RT47F6RE0		CREAMER PACKETS				
1308		08/24	AP	01/09/24	0145473	US BANK	84.90			02/07/24
		SQ *FAT CUP	COFFEE COMPAN			COFFEE CONCESSIONS				
1308		08/24	AP	01/09/24	0145473	US BANK	14.70			02/07/24
		AMZN MKTP	US	TK5I702X2		SUGAR PACKETS				
ACCOUNT TOTAL							631.41	44.11	587.30	

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FUND 101 GENERAL FUND										
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP										
1340		08/24 AP		02/06/24	0000000	PUSH PEDAL PULL-CDR	284.00			02/13/24
						TREADMILL MAINTENANCE				
1308		08/24 AP		01/16/24	0145473	US BANK	49.96			02/07/24
						AMZN MKTP US*R85ZM11P0				
						100 FT LED STRIP LIGHTS				
1308		08/24 AP		12/22/23	0145473	US BANK	31.91			02/07/24
						AMAZON.COM*S776N07P3				
						#'S FOR CYCLING BIKES				
						ACCOUNT TOTAL	365.87	.00	365.87	
101-2253-423.73-55 OTHER SUPPLIES / MEDIA										
1308		08/24 AP		01/17/24	0145473	US BANK	25.00			02/07/24
						FACEBK LGDH92QR72				
						MEDIA FACEBOOK				
						ACCOUNT TOTAL	25.00	.00	25.00	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
1340		08/24 AP		02/02/24	0000000	ARAMARK	31.75			02/13/24
						REC CTR MATS				
1340		08/24 AP		02/01/24	0000000	IWMC	58.00			02/13/24
						WATER MANAGEMENT SERVICE				
1340		08/24 AP		01/31/24	0000000	CITY LAUNDERING CO.	47.50			02/13/24
						FIRST AID SUPPLIES				
						RESTOCK				
1340		08/24 AP		01/19/24	0000000	MENARDS-CEDAR FALLS	34.95			02/13/24
						BATTERIES-REC				
1308		08/24 AP		01/11/24	0145473	US BANK	16.69			02/07/24
						O DONNELL ACE HARDWARE				
						HDMI CABLE-MTG ROOM TV				
1308		08/24 AP		01/10/24	0145473	US BANK	20.99			02/07/24
						O DONNELL ACE HARDWARE				
						D-BATTERIES				
1308		08/24 AP		12/26/23	0145473	US BANK	142.00			02/07/24
						AMAZON.COM*QF2TI6S63				
						CHAIR CART				
1308		08/24 AP		12/21/23	0145473	US BANK	31.37			02/07/24
						O DONNELL ACE HARDWARE				
						COMMAND STRIPS/HANGERS				
						ACCOUNT TOTAL	383.25	.00	383.25	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1308		08/24 AP		01/19/24	0145473	US BANK	40.73			02/07/24
						AMZN MKTP US*RT5Q33WG1				
						PLEXIGLASS				
						ACCOUNT TOTAL	40.73	.00	40.73	
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										
1308		08/24 AP		01/22/24	0145473	US BANK	37.45			02/07/24
						UNI BOOKSTORE #2339				
						COLLAGRAPH SUPPLIES				
1308		08/24 AP		01/22/24	0145473	US BANK	43.08			02/07/24

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FUND 101 GENERAL FUND										
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES						continued				
1308		AMZN MKTP	US	08/24 AP 01/19/24	0145473	US BANK	31.20		02/07/24	
						ROLLER TOOL, COTTON BALLS				
1308		AMZN MKTP	US	08/24 AP 01/15/24	0145473	US BANK	70.85		02/07/24	
						ETCHING INK				
1308		HOBBY-LOBBY		08/24 AP 01/05/24	0145473	US BANK	35.97		02/07/24	
						PAINTING SUPPLIES				
1308		AMZN MKTP	US	08/24 AP 01/03/24	0145473	US BANK	31.95		02/07/24	
						EMBROIDERY SUPPLIES				
1308		MICHAELS STORES		08/24 AP 12/21/23	0145473	US BANK	8.99		02/07/24	
						SKETCHBOOKS FOR TAC				
1308		MENARDS		08/24 AP 12/21/23	0145473	US BANK	28.66		02/07/24	
						WOOD PANEL - LINOPRINTING				
		AMZN MKTP	US	08/24 AP 12/21/23	0145473	US BANK				
						BOOK, DVD FOR EDUCATION				
		ACCOUNT TOTAL						288.15	.00	288.15
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
1270				08/24 AP 01/26/24	0000000	SIGNS & DESIGNS, INC.	50.00		02/13/24	
		DVA BLURB				VINYL DECALS				
1270				08/24 AP 01/25/24	0000000	SIGNS & DESIGNS, INC.	115.00		02/13/24	
		EVERYDAY ART				VINYL DECAL				
1270				08/24 AP 01/25/24	0000000	SIGNS & DESIGNS, INC.	40.00		02/13/24	
		DAVID VAN ALLEN				DECAL				
1308				08/24 AP 12/28/23	0145473	US BANK	35.79		02/07/24	
		DIAMOND VOGEL				PAINT #210				
						WHITE PAINT, ROLLER				
		ACCOUNT TOTAL						240.79	.00	240.79
101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
1354				07/24 AP 12/12/23	0145199	US BANK	151.54		02/09/24	
		THE CERAMIC SHOP				CERAMICS KILN REPAIR PART				
		ACCOUNT TOTAL						151.54	.00	151.54
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1270				08/24 AP 02/02/24	0000000	ARAMARK	13.74		02/13/24	
		MAT SERVICE								
1270				08/24 AP 02/02/24	0000000	CAMPBELL, ISAAC	300.00		02/13/24	
		WHEATPASTE				MURAL				
		ACCOUNT TOTAL						313.74	.00	313.74
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
1308				08/24 AP 01/04/24	0145473	US BANK	1.17		02/07/24	
		FACEBK				34GKRZPYN2				
						WINTER 2024 FACEBOOK ADS				

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FUND 101 GENERAL FUND										
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS						continued				
1308		08/24 AP		01/04/24	0145473	US BANK	11.22			02/07/24
						FACEBK JSTSLA8ZN2 WINTER 2024 FACEBOOK ADS				
						ACCOUNT TOTAL	12.39	.00	12.39	
101-2280-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1270		08/24 AP		01/31/24	0000000	HAWKEYE ALARM & SIGNAL CO.	480.00			02/13/24
						ALARM SYSTEM MONITORING				
						ACCOUNT TOTAL	480.00	.00	480.00	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1308		08/24 AP		01/04/24	0145473	US BANK	79.20			02/07/24
						USPS PO 1814940913 ANNUAL CAMPAIGN POSTAGE				
1308		08/24 AP		12/26/23	0145473	US BANK	659.88			02/07/24
						ADOBE *CREATIVE CLOUD ADOBE CC SUBSCRIPTION				
						ACCOUNT TOTAL	739.08	.00	739.08	
101-2280-423.93-01 EQUIPMENT / EQUIPMENT										
1270		08/24 AP		11/13/23	0000000	STICKFORT ELECTRIC CO., INC.	2,400.00			02/13/24
						LIGHTNING FIXTURES				
						ACCOUNT TOTAL	2,400.00	.00	2,400.00	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1295		08/24 AP		02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.08			02/13/24
						COPY PAPER				
						ACCOUNT TOTAL	6.08	.00	6.08	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
1343		08/24 AP		02/02/24	0000000	ARAMARK	7.25			02/13/24
						SHOP TOWELS - STATION #2				
1343		08/24 AP		02/02/24	0000000	ARAMARK	31.35			02/13/24
						TOWELS & MATS - PSS BLDG				
1343		08/24 AP		01/05/24	0000000	ARAMARK	31.35			02/13/24
						TOWELS & MATS -PSS BLDG				
1343		08/24 AP		01/05/24	0000000	ARAMARK	7.25			02/13/24
						SHOP TOWELS - STATION #2				
1343		08/24 AP		12/08/23	0000000	ARAMARK	31.35			02/13/24
						TOWELS & MATS - PSS BLDG				
1343		08/24 AP		12/08/23	0000000	ARAMARK	7.25			02/13/24
						SHOP TOWELS - STATION #2				

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FUND 101 GENERAL FUND									
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY						continued			
ACCOUNT TOTAL						115.80	.00	115.80	
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES									
1308		08/24 AP		12/26/23	0145473 US BANK	366.00			02/07/24
					BOUND TREE MEDICAL LLC QUIKLOT EMS DRESSING				
ACCOUNT TOTAL						366.00	.00	366.00	
101-4511-414.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT									
1308		08/24 AP		01/17/24	0145473 US BANK	86.15			02/07/24
					AMZN MKTP US*RT3MH1SH1 MAG.POUCHES-CAMERAS-FIRE				
1308		08/24 AP		01/10/24	0145473 US BANK	12.98			02/07/24
					AMZN MKTP US*TK8XO67L2 SCREEN PROTECTORS FOR				
1308		08/24 AP		01/04/24	0145473 US BANK	30.03			02/07/24
					AMZN MKTP US*R77EX6UK3 CHARGING STATION & MAG.				
ACCOUNT TOTAL						129.16	.00	129.16	
101-4511-414.72-10 OPERATING SUPPLIES / FIRE PREVENTION									
1343		08/24 AP		01/28/24	0000000 MENARDS-CEDAR FALLS	117.96			02/13/24
					SMOKE DETECTORS X4 STATION #2				
ACCOUNT TOTAL						117.96	.00	117.96	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1343		08/24 AP		01/15/24	0000000 POLK'S LOCK SERVICE,INC.	5.00			02/13/24
					2 KEYS;COPY OF #522				
1308		08/24 AP		12/29/23	0145473 US BANK	179.60			02/07/24
					AMZN MKTP US*ZF6YW6AI3 LEATHER RADIO STRAPS-FIRE				
1308		08/24 AP		12/28/23	0145473 US BANK	30.95			02/07/24
					AMZN MKTP US*JY7AP19G3 HELMET LIGHT CLIPS-FIRE				
ACCOUNT TOTAL						215.55	.00	215.55	
101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES									
1343		08/24 AP		01/18/24	0000000 BLACK HAWK CO.E911-TREASURER	3,350.71			02/13/24
					FIRE EDACS FEE;JAN-MAR'24				
ACCOUNT TOTAL						3,350.71	.00	3,350.71	
101-4511-414.73-02 OTHER SUPPLIES / DORMITORY FURNISHINGS									
1308		08/24 AP		12/29/23	0145473 US BANK	29.92			02/07/24

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FUND 101 GENERAL FUND										
101-4511-414.73-02 OTHER SUPPLIES / DORMITORY FURNISHINGS						continued				
AMZN MKTP US*ZF6YW6AI3						BED SHEET SETS-FIRE				
ACCOUNT TOTAL							29.92	.00	29.92	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
1343		08/24 AP		01/28/24	0000000	MENARDS-CEDAR FALLS	9.98			02/13/24
						STATION 2 SUPPLIES;				
						LAUNDRY DETERGENT				
1343		08/24 AP		01/18/24	0000000	O'DONNELL ACE HARDWARE	87.98			02/13/24
						2 STEEL SNOW SHOVELS				
						STATION #2				
1344		08/24 AP		12/31/23	0000000	NAPA AUTO PARTS	31.14			02/13/24
						NAPA PARTS				
ACCOUNT TOTAL							129.10	.00	129.10	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1343		08/24 AP		02/06/24	0000000	HAWKEYE COMMUNITY COLLEGE	2,291.71			02/13/24
						REG.FEES-PARAMED;RICHTER				
						1/04-5/8/24;TUITION,BKS				
1343		08/24 AP		02/05/24	0000000	FIRE SERVICE TRNG. BUREAU	50.00			02/13/24
						CERT.FEE- M. ROSS				
						INSTRUCTOR 2				
1308		08/24 AP		01/15/24	0145473	US BANK	25.00			02/07/24
						NATIONAL REGISTRY EMT				
						EMT RECERT.FEE-T. LENOX				
1308		08/24 AP		12/28/23	0145473	US BANK	25.50			02/07/24
						UIOWA ONLINE PAYMENTS				
						BLS HEALTHCARE CARDS-3				
ACCOUNT TOTAL							2,392.21	.00	2,392.21	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1308		08/24 AP		01/09/24	0145473	US BANK	135.65			02/07/24
						AMZN MKTP US*RT5PT6TD0				
						SHUT OFF VALVES/PRESSURE				
ACCOUNT TOTAL							135.65	.00	135.65	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1308		08/24 AP		01/22/24	0145473	US BANK	889.01			02/07/24
						PY *SHIRT SHACK INC.				
						T-SHIRTS;INVENTORY				
1343		08/24 AP		01/09/24	0000000	GALLS, LLC	71.97			02/13/24
						QTR ZIP SHIRT SAMPLE				
1343		08/24 AP		12/20/23	0000000	WERTJES UNIFORMS	28.00			02/13/24
						FIRE UNIFORM-MARTINEZ				
						LEATHER BELT				
1343		08/24 AP		11/27/23	0000000	WERTJES UNIFORMS	206.25			02/13/24
						FIRE UNIFRM-COLLAR BRASS				
						X25				
ACCOUNT TOTAL							1,195.23	.00	1,195.23	

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FUND 101 GENERAL FUND										
101-4511-414.93-01						EQUIPMENT / EQUIPMENT				
1308		08/24	AP	01/19/24	0145473	US BANK MCR MEDICAL CPR MANIKINS	682.00			02/07/24
						ACCOUNT TOTAL	682.00	.00	682.00	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1295		08/24	AP	02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.80			02/13/24
1345		08/24	AP	01/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT SUPPLIES;LABEL TAPE;NOTES LEGAL/COPY PAPER;CLEANER	195.05			02/13/24
						ACCOUNT TOTAL	198.85	.00	198.85	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1345		08/24	AP	02/03/24	0000000	SHRED-IT USA	145.43			02/13/24
						ON-SITE DOC DESTRUCTION 1/4/24 & 2/1/24 @4600				
1343		08/24	AP	02/02/24	0000000	ARAMARK	25.36			02/13/24
						MATS - PSS BUILDING				
1345		08/24	AP	01/24/24	0000000	FAREWAY STORES INC. #190	11.94			02/13/24
						PLATES&NAPKINS; HARRENSTEIN RETIREMENT				
1308		08/24	AP	01/22/24	0145473	US BANK	42.99			02/07/24
						AMZN MKTP US*R84VH5JF1 DVDS - POLICE DEPT.				
1308		08/24	AP	01/11/24	0145473	US BANK	79.99			02/07/24
						AMZN MKTP US*RT1CR4690 BED BUG SPRAY-PATROL CARS				
1343		08/24	AP	01/05/24	0000000	ARAMARK	25.36			02/13/24
						MATS - PSS BUILDING				
1343		08/24	AP	12/08/23	0000000	ARAMARK	25.36			02/13/24
						MATS - PSS BUILDING				
						ACCOUNT TOTAL	356.43	.00	356.43	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1345		08/24	AP	12/12/23	0000000	WERTJES UNIFORMS	14.50			02/13/24
						OFFCR EQUIP ALLOW;SMITH CUFF KEY				
1345		08/24	AP	12/01/23	0000000	WERTJES UNIFORMS	44.00			02/13/24
						OFFCR UNIFORM;HELGESON INNER BELT				
1345		08/24	AP	11/28/23	0000000	WERTJES UNIFORMS	81.00			02/13/24
						OFFCR EQUIP ALLOW;REIMERS CUFFS				
						ACCOUNT TOTAL	139.50	.00	139.50	
101-5521-415.72-23 OPERATING SUPPLIES / RADIO & MDC FEES										
1345		08/24	AP	01/19/24	0000000	BLACK HAWK CO.E911-TREASURER	875.00			02/13/24
						AVL INTERFACE SW MOBILE 13 SHIELDWARE LIC-2ND HLF				
						ACCOUNT TOTAL	875.00	.00	875.00	

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FUND 101 GENERAL FUND										
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1345		08/24	AP	02/05/24	0000000	MCKENNA PROFESSIONAL IMAGING	70.00			02/13/24
						16X24 METAL PRINT PHOTO				
1345		08/24	AP	02/01/24	0000000	THOMSON REUTERS - WEST	314.93			02/13/24
						INVSTIGATIVE SOFTWARE				
						1/1/24 - 1/31/24				
1345		08/24	AP	01/30/24	0000000	MCKENNA MCNELLY PHOTOGRAPHY	75.00			02/13/24
						PROF.PHOTO-MADSEN				
1345		08/24	AP	01/15/24	0000000	VIQ SOLUTIONS, INC	195.02			02/13/24
						TRANSCRIP.FEES-INVESTIGA				
						#23094768/#24001006				
						ACCOUNT TOTAL	654.95	.00		654.95
101-5521-415.81-58 PROFESSIONAL SERVICES / WITNESS FEES/SUBPOENAS										
1362		08/24	AP	02/05/24	0000000	SWISHER & COHRT, P.L.C.	108.88			02/13/24
						LGL:TRAFFIC CASES				
						04/20/23-01/31/24				
						ACCOUNT TOTAL	108.88	.00		108.88
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1345		08/24	AP	01/26/24	0000000	IOWA STATE POLICE ASSOCIATION	2,680.00			02/13/24
						2024 ISPA DUES (67)				
1308		08/24	AP	01/16/24	0145473	US BANK	30.00			02/07/24
						IA SECRETARY OF STATE				
						RENEW NOTARY-L.REIMERS				
1345		08/24	AP	01/07/24	0000000	MID-STATES ORGANIZED CRIME	250.00			02/13/24
						2024 ANNUAL MEMBER DUES				
						01/01/24-12/31/24				
1308		08/24	AP	01/03/24	0145473	US BANK	50.00			02/07/24
						FBI LEEDA INC				
						MEMBERSHIP DUES-O'NEILL				
						ACCOUNT TOTAL	3,010.00	.00		3,010.00
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1345		08/24	AP	01/29/24	0000000	IOWA LAW ENFORCEMENT ACADEMY	500.00			02/13/24
						RESERVE OFFICER ACADEMY				
						CLAYPOOL;BRUNS				
1308		08/24	AP	01/17/24	0145473	US BANK	250.00			02/07/24
						GLOCK PROFESSIONAL INC				
						REG:ARMORERS CSE.-C.CHASE				
1308		08/24	AP	01/17/24	0145473	US BANK	250.00			02/07/24
						GLOCK PROFESSIONAL INC				
						REG:ARMORERS CSE.-BALTES				
1308		08/24	AP	01/03/24	0145473	US BANK	850.00			02/07/24
						WAVE - *ONTARGET SOLUTION				
						REG:CRIME SC.-BAUMGARTNER				
1308		08/24	AP	12/22/23	0145473	US BANK	990.00			02/07/24
						CALIBRE PRESS				
						REG:RECRUIT.THE NEXT GEN.				
						ACCOUNT TOTAL	2,840.00	.00		2,840.00
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY										
1345		08/24	AP	01/26/24	0000000	IOWA LAW ENFORCEMENT ACADEMY	13,300.00			02/13/24

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FUND 101 GENERAL FUND										
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY						continued				
1308		08/24	AP	01/19/24	0145473	US BANK	230.00			02/07/24
		ILEA ACADEMY 1/3-4/19/24 STOLL, GASCA, ARIES								
1308		08/24	AP	01/19/24	0145473	US BANK	230.00			02/07/24
		IOWA PRISON INDUSTRIES ILEA UNIFORM-TEJEDA-GASCA								
1308		08/24	AP	01/19/24	0145473	US BANK	230.00			02/07/24
		IOWA PRISON INDUSTRIES ILEA UNIFORM-ADAM ARIES								
1308		08/24	AP	01/19/24	0145473	US BANK	230.00			02/07/24
		IOWA PRISON INDUSTRIES ILEA UNIFORM-SYDNEY STOLL								
ACCOUNT TOTAL							13,990.00	.00	13,990.00	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS										
1295		08/24	AP	11/18/23	0000000	MOTOROLA SOLUTIONS, INC.	2,250.00			02/13/24
		(5)REPLACEMENT BODY CAMS.								
1295		08/24	AP	11/18/23	0000000	MOTOROLA SOLUTIONS, INC.	2,730.00			02/13/24
		(6)REPLACEMENT BODY CAMS. MAINTENANCE KITS								
ACCOUNT TOTAL							4,980.00	.00	4,980.00	
101-5521-415.86-06 REPAIR & MAINTENANCE / WEAPONS MAINTENANCE										
1345		08/24	AP	01/23/24	0000000	BROWNELLS, INC.	20.48			02/13/24
		RECOIL SPRING ASSEMBLY GUN PARTS								
ACCOUNT TOTAL							20.48	.00	20.48	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1345		08/24	AP	12/30/23	0000000	WERTJES UNIFORMS	46.95			02/13/24
		UNIFORM ALLOW;YATES GLOVES;SEW/PATCH ON SHIRT								
1345		08/24	AP	12/12/23	0000000	WERTJES UNIFORMS	306.10			02/13/24
		UNIFORM ALLOW;T.SMITH SHIRTS/PANTS/TIE/HAT								
1345		08/24	AP	12/12/23	0000000	WERTJES UNIFORMS	144.00			02/13/24
		UNIFORM ALLOW;HINDERS BOOTS;STORM SZ 10								
1345		08/24	AP	12/07/23	0000000	WERTJES UNIFORMS	42.95			02/13/24
		UNIFORM ALLOW;KRAMER GLOVES								
1345		08/24	AP	12/01/23	0000000	WERTJES UNIFORMS	42.95			02/13/24
		UNIFORM ALLOW;SITZMANN GLOVES								
1345		08/24	AP	12/01/23	0000000	WERTJES UNIFORMS	36.40			02/13/24
		UNIFORM ALLOW;MADSEN REPLACE/SEW LT PATCHES								
1345		08/24	AP	11/30/23	0000000	WERTJES UNIFORMS	117.30			02/13/24
		OFCR UNFRM;PATCHES/COLLAR MADSEN & FERG LT PROMOTE								
1345		08/24	AP	11/28/23	0000000	WERTJES UNIFORMS	274.00			02/13/24
		UNIFORM ALLOW;REIMERS 4 CARGO PANTS								
1345		08/24	AP	11/27/23	0000000	WERTJES UNIFORMS	178.00			02/13/24
		UNIFORM ALLOW;HANCOCK 2 CARGO PANTS								
1345		08/24	AP	11/17/23	0000000	WERTJES UNIFORMS	159.45			02/13/24
		UNIFORM ALLOW;SCHARNAU QTR ZIP; SUSPENDERS								
1345		08/24	AP	11/14/23	0000000	WERTJES UNIFORMS	195.80			02/13/24

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FUND 101 GENERAL FUND										
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued				
1345		08/24	AP	11/04/23	0000000	UNIFORM ALLOW;PUTNEY WERTJES UNIFORMS	178.00			02/13/24
1345		08/24	AP	11/04/23	0000000	UNIFORM ALLOW;RICHTER WERTJES UNIFORMS	205.74			02/13/24
1345		08/24	AP	11/03/23	0000000	UNIFORM ALLOW;SHAFFER WERTJES UNIFORMS	118.98			02/13/24
1345		08/24	AP	10/27/23	0000000	UNIFORM ALLOW;HINDERS WERTJES UNIFORMS	237.96			02/13/24
						UNIFORM ALLOW;PENSEL 4 POLOS W/ NAME & PATCHES				
ACCOUNT TOTAL							2,284.58	.00	2,284.58	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
1308		08/24	AP	01/22/24	0145473	US BANK	65.98			02/07/24
1308		08/24	AP	01/15/24	0145473	AMZN MKTP US*R01UW50F0 US BANK	475.00			02/07/24
1308		08/24	AP	01/10/24	0145473	AMZN MKTP US*RT7MS40G2 US BANK	939.23			02/07/24
1308		08/24	AP	01/08/24	0145473	SP GUNNER KENNELS US BANK	511.47			02/07/24
						ANIMAL CARE EQUIPMENT & CATCH POLES-STRAY ANIMALS				
ACCOUNT TOTAL							1,991.68	.00	1,991.68	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1344		08/24	AP	12/31/23	0000000	NAPA AUTO PARTS NAPA PARTS	451.57			02/13/24
ACCOUNT TOTAL							451.57	.00	451.57	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1341		08/24	AP	02/05/24	0000000	HVAC FILTERS JOHNSTONE SUPPLY OF WATERLOO	126.36			02/13/24
1328		08/24	AP	02/01/24	0000000	PROJECT#: 062501 AIR FRESHNER-OFFICE ODOR O'DONNELL ACE HARDWARE	7.38			02/13/24
1328		08/24	AP	01/31/24	0000000	PROJECT#: 062501 OFFICE EXPRESS OFFICE PRODUCT	99.26			02/13/24
1328		08/24	AP	01/30/24	0000000	PROJECT#: 062507 OFFICE EXPRESS OFFICE PRODUCT	7.98			02/13/24
1328		08/24	AP	01/30/24	0000000	PROJECT#: 062501 OFFICE EXPRESS OFFICE PRODUCT	7.98			02/13/24
						CLEANER, TISSUE AND SOAP				
						CLEANER, TISSUE AND SOAP				
						PROJECT#: 062505				

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
1328		08/24	AP	01/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT CLEANER, TISSUE AND SOAP	705.23		02/13/24	
PROJECT#: 062507										
1275		08/24	AP	01/25/24	0000000	ECHO GROUP, INC. LED LIGHT BULBS	467.00		02/13/24	
PROJECT#: 062511										
1275		08/24	AP	01/25/24	0000000	JOHNSTONE SUPPLY OF WATERLOO HVAC FILTERS	223.32		02/13/24	
PROJECT#: 062503										
1275		08/24	AP	01/23/24	0000000	ECHO GROUP, INC. LIGHT BULBS	233.10		02/13/24	
PROJECT#: 062503										
1275		08/24	AP	01/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT TISSUE, SOAP AND TOWELS	469.64		02/13/24	
PROJECT#: 062503										
1328		08/24	AP	01/23/24	0000000	MENARDS-CEDAR FALLS HEAT CABLE	146.00		02/13/24	
PROJECT#: 062505										
1341		08/24	AP	01/23/24	0000000	IOWA PRISON INDUSTRIES HVAC FILTERS	227.70		02/13/24	
PROJECT#: 062501										
1308		08/24	AP	01/18/24	0145473	US BANK NOBLE MANUFACTURING SOLAR HEATING ANTIFREEZE	206.07		02/07/24	
PROJECT#: 062507										
1308		08/24	AP	01/17/24	0145473	US BANK AMZN MKTP US*RT5U32231 FEM HYGIENE BAGS	14.48		02/07/24	
PROJECT#: 062506										
1308		08/24	AP	01/16/24	0145473	US BANK AMZN MKTP US*RT2117SF2 HYGIENE PRODUCTS	100.00		02/07/24	
PROJECT#: 062506										
1328		08/24	AP	01/16/24	0000000	OFFICE EXPRESS OFFICE PRODUCT URINAL SCREENS, DETERGENT TISSUE AND TOWELS	490.35		02/13/24	
PROJECT#: 062507										
1308		08/24	AP	01/15/24	0145473	US BANK AMAZON.COM*RT3AA9PW2 TRASH LINERS	41.88		02/07/24	
PROJECT#: 062506										
1344		08/24	AP	12/31/23	0000000	NAPA AUTO PARTS NAPA PARTS	1,175.04		02/13/24	
1328		08/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT TOWELS, LINERS AND TISSUE	518.87		02/13/24	
PROJECT#: 062501										
1328		08/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT SOAP	128.97		02/13/24	
PROJECT#: 062507										
ACCOUNT TOTAL							5,396.61	.00	5,396.61	

101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT

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FUND 101 GENERAL FUND										
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued				
1308		08/24	AP	01/09/24	0145473	US BANK	932.64			02/07/24
						IN *SNYDER MFG CORP				
						STEAM SAUNA SCENT				
						PROJECT#: 062507				
1308		08/24	AP	01/09/24	0145473	US BANK	39.93			02/07/24
						IN *SNYDER MFG CORP				
						STEAM SAUNA SCENT				
						PROJECT#: 062507				
1354		07/24	AP	12/12/23	0145199	US BANK		151.54		02/09/24
						ACCOUNT CORRECTION				
						THE CERAMIC SHOP				
						ACCOUNT TOTAL	972.57	151.54		821.03
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1341		08/24	AP	02/07/24	0000000	O'DONNELL ACE HARDWARE	27.38			02/13/24
						WATER SHUT OFF VALVES				
						PROJECT#: 062503				
1346		08/24	AP	02/07/24	0000000	O'DONNELL ACE HARDWARE	4.80			02/13/24
						SCREWS				
						PROJECT#: 062508				
1341		08/24	AP	02/06/24	0000000	O'DONNELL ACE HARDWARE	48.23			02/13/24
						CAULK, DRILL BIT, HANDLE				
						KNOB JIG AND WALL PLATE				
						PROJECT#: 062503				
1341		08/24	AP	02/06/24	0000000	O'DONNELL ACE HARDWARE	36.36			02/13/24
						SCREWS, WATER VALVE AND				
						TAPE MEASURE				
						PROJECT#: 062503				
1328		08/24	AP	02/01/24	0000000	CORY'S PAINTING, L.L.C.	2,450.63			02/13/24
						INTERIOR WALL REPAIR AND				
						PAINTING				
						PROJECT#: 062505				
1328		08/24	AP	01/31/24	0000000	JOHNSTONE SUPPLY OF WATERLOO	76.44			02/13/24
						HVAC FILTERS				
						PROJECT#: 062501				
1341		08/24	AP	01/31/24	0000000	CHRISTIE DOOR COMPANY	296.00			02/13/24
						CRACK ARM FOR ROLL UPDOOR				
						PROJECT#: 062509				
1346		08/24	AP	01/29/24	0000000	PLUMB TECH INC.	1,273.31			02/13/24
						HVAC SERVICE				
						PROJECT#: 062511				
1346		08/24	AP	01/26/24	0000000	AIRE SERV.OF THE CEDAR VALLEY	440.00			02/13/24
						HVAC SERVICE				
						PROJECT#: 062503				
1275		08/24	AP	01/23/24	0000000	O'DONNELL ACE HARDWARE	39.45			02/13/24
						MOUSE TRAP AND BAIT				
						PROJECT#: 062503				
1275		08/24	AP	01/21/24	0000000	CHRISTIE DOOR COMPANY	218.75			02/13/24
						OVERHEAD DOOR REPAIR				
						PROJECT#: 062506				
1275		08/24	AP	01/18/24	0000000	MENARDS-CEDAR FALLS	49.27			02/13/24
						PLUMBING REPR/STORAGE BIN				
						PROJECT#: 062509				

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST	BALANCE
										DT
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR continued										
1275		08/24	AP	01/17/24	0000000	PLUMB SUPPLY COMPANY, LLC	154.98			02/13/24
						TOLIET				
	PROJECT#:				062506					
1275		08/24	AP	01/16/24	0000000	FERGUSON ENTERPRISES, INC.	175.65			02/13/24
						TOLIET REPAIR				
	PROJECT#:				062506					
1308		08/24	AP	01/10/24	0145473	US BANK	25.99			02/07/24
						AMZN MKTP US*TK6BW8201				
						CURRENT SWITCH				
	PROJECT#:				062506					
1308		08/24	AP	01/02/24	0145473	US BANK	28.69			02/07/24
						WWW.AMAZON* 111-854359				
						FAUCET STEM				
	PROJECT#:				062511					
1308		08/24	AP	01/02/24	0145473	US BANK	33.61			02/07/24
						AMZN MKTP US*JP98I2963				
						HEATER CABINET CONTROL				
	PROJECT#:				062501					
1308		08/24	AP	12/22/23	0145473	US BANK	52.76			02/07/24
						AMAZON.COM*S48KP3843				
						FAUCET REPAIR				
	PROJECT#:				062511					
1308		08/24	AP	12/22/23	0145473	US BANK	36.87			02/07/24
						AMZN MKTP US*2Q6Y29U43				
						REFRIGERATOR SHELF				
	PROJECT#:				062506					
1275		08/24	AP	11/13/23	0000000	STICKFORT ELECTRIC CO., INC.	4,720.00			02/13/24
						LED LIGHTS				
	PROJECT#:				062505					
						ACCOUNT TOTAL	10,189.17	4.00		10,189.17
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
1341		08/24	AP	02/02/24	0000000	PLUNKETT'S PEST CONTROL, INC	42.00			02/13/24
						PEST CONTROL				
	PROJECT#:				062506					
1341		08/24	AP	02/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	24.96			02/13/24
						PEST CONTROL				
	PROJECT#:				062508					
1341		08/24	AP	02/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	49.19			02/13/24
						PEST CONTROL				
	PROJECT#:				062511					
1341		08/24	AP	02/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	26.75			02/13/24
						PEST CONTROL				
	PROJECT#:				062505					
1341		08/24	AP	02/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	61.50			02/13/24
						PEST CONTROL				
	PROJECT#:				062501					
1341		08/24	AP	02/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	16.05			02/13/24
						PEST CONTROL				
	PROJECT#:				062510					
1341		08/24	AP	02/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	16.05			02/13/24
						PEST CONTROL				

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-6616-446.81-08						PROFESSIONAL SERVICES / PEST CONTROL				continued
PROJECT#:		062506								
1308		08/24	AP	12/27/23	0145473	US BANK	53.09			02/07/24
						AMZN MKTP US*6S8CT2OE3				
PROJECT#:		062511				PEST CONTROL				
ACCOUNT TOTAL							289.59	.00		289.59
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
1341		08/24	AP	02/02/24	0000000	ARAMARK	134.80			02/13/24
						MAT AND TOWEL SERVICE				
PROJECT#:		062506								
1341		08/24	AP	02/02/24	0000000	ARAMARK	56.85			02/13/24
						MAT SERVICE				
PROJECT#:		062501								
1328		08/24	AP	02/01/24	0000000	FRESH START CLEANING SOLUTION	4,500.00			02/13/24
						JANITORIAL SERVICES				
PROJECT#:		062501								
1328		08/24	AP	02/01/24	0000000	FRESH START CLEANING SOLUTION	700.00			02/13/24
						JANITORIAL SERVICES				
PROJECT#:		062509								
1328		08/24	AP	02/01/24	0000000	FRESH START CLEANING SOLUTION	7,000.00			02/13/24
						JANITORIAL SERVICES				
PROJECT#:		062507								
1328		08/24	AP	02/01/24	0000000	FRESH START CLEANING SOLUTION	3,165.00			02/13/24
						JANITORIAL SERVICES				
PROJECT#:		062511								
1328		08/24	AP	02/01/24	0000000	FRESH START CLEANING SOLUTION	770.00			02/13/24
						JANITORIAL SERVICES				
PROJECT#:		062508								
1328		08/24	AP	02/01/24	0000000	FRESH START CLEANING SOLUTION	3,300.00			02/13/24
						JANITORIAL SERVICES				
PROJECT#:		062503								
1328		08/24	AP	02/01/24	0000000	FRESH START CLEANING SOLUTION	1,865.00			02/13/24
						JANITORIAL SERVICES				
PROJECT#:		062506								
1328		08/24	AP	02/01/24	0000000	FRESH START CLEANING SOLUTION	1,900.00			02/13/24
						JANITORIAL SERVICES				
PROJECT#:		062505								
1341		08/24	AP	01/31/24	0000000	GOODWIN TUCKER GROUP	294.50			02/13/24
						ICE MACHINE CLEANING				
PROJECT#:		062511								
ACCOUNT TOTAL							23,686.15	.00		23,686.15
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1344		08/24	AP	01/31/24	0000000	EUROPINS CEDAR FALLS	24.61			02/13/24
						PRO SHOP WATER TEST				

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FUND 101 GENERAL FUND									
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE continued									
ACCOUNT TOTAL						24.61	.00	24.61	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1265		08/24	AP	01/30/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	17.23			02/13/24
1265		08/24	AP	01/23/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	18.99			02/13/24
1265		08/24	AP	01/22/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	3.44			02/13/24
1295		08/24	AP	12/20/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	9.50			02/13/24
1295		08/24	AP	12/20/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	9.70			02/13/24
ACCOUNT TOTAL						58.86	.00	58.86	
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1308		08/24	AP	01/03/24 0145473	US BANK	686.95			02/07/24
ACCOUNT TOTAL						686.95	.00	686.95	
101-6625-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1295		08/24	AP	01/19/24 0000000	DENTONS DAVIS BROWN PC	1,178.50			02/13/24
ACCOUNT TOTAL						1,178.50	.00	1,178.50	
101-6625-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1308		08/24	AP	01/03/24 0145473	US BANK	160.00			02/07/24
1308		08/24	AP	12/28/23 0145473	US BANK	100.00			02/07/24
ACCOUNT TOTAL						260.00	.00	260.00	
101-6625-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1308		08/24	AP	01/03/24 0145473	US BANK	140.00			02/07/24
ACCOUNT TOTAL						140.00	.00	140.00	

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FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1341		08/24	AP	02/07/24	0000000 O'DONNELL ACE HARDWARE	2.25		02/13/24	
					NUTS AND BOLTS				
1341		08/24	AP	01/31/24	0000000 CITY LAUNDERING CO.	17.37		02/13/24	
					FIRST AID SUPPLIES				
1341		08/24	AP	01/31/24	0000000 CULLIGAN WATER CONDITIONING	8.74		02/13/24	
					WATER AT 606 UNION RD				
1275		08/24	AP	01/26/24	0000000 BENTON BUILDING CENTER	1.80		02/13/24	
					SIGNS FOR NORTH CEDAR				
1341		08/24	AP	01/26/24	0000000 POLK'S LOCK SERVICE, INC.	24.00		02/13/24	
					PARK KEYS				
1308		08/24	AP	01/04/24	0145473 US BANK	1,201.87		02/07/24	
					FORESTRY SUPPLIERS INC				
1308		08/24	AP	12/22/23	0145473 US BANK	13.99		02/07/24	
					FARM & FLT OF CEDAR FLS				
					CAM COUPLER PART				
					ACCOUNT TOTAL	1,270.02	.00	1,270.02	
101-6633-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1275		08/24	AP	01/26/24	0000000 TWIN CITY TREE SERVICE INC	2,000.00		02/13/24	
					TREE SERVICE- ASH TREES				
					307 N FRANCIS				
					ACCOUNT TOTAL	2,000.00	.00	2,000.00	
101-6633-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1308		08/24	AP	01/09/24	0145473 US BANK	185.00		02/07/24	
					ISA				
					MEMBERSHIP RENEWAL-MORRIS				
					ACCOUNT TOTAL	185.00	.00	185.00	
101-6633-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1308		08/24	AP	01/02/24	0145473 US BANK	210.00		02/07/24	
					ISU EVENT REGISTRATION				
					SHADE TREE COURSE				
					ACCOUNT TOTAL	210.00	.00	210.00	
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1308		08/24	AP	01/04/24	0145473 US BANK	230.00		02/07/24	
					ISU EVENT REGISTRATION				
					REG:SHADE TREE COURSE				
1308		08/24	AP	01/02/24	0145473 US BANK	210.00		02/07/24	
					ISU EVENT REGISTRATION				
					REG:SHADE TREE COURSE				
					ACCOUNT TOTAL	440.00	.00	440.00	
					FUND TOTAL	146,926.78	20,681.35	126,245.43	

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FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
1341		08/24	AP	02/07/24	0000000	O'DONNELL ACE HARDWARE	37.38			02/13/24
						SHOVEL				
1341		08/24	AP	02/07/24	0000000	O'DONNELL ACE HARDWARE	9.69			02/13/24
						SPRAY NOZZLE				
ACCOUNT TOTAL							47.07	.00		47.07
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
1328		08/24	AP	01/30/24	0000000	O'DONNELL ACE HARDWARE	11.29			02/13/24
						NUTS&BOLTS/NOZZLE SWEEPER				
1275		08/24	AP	01/29/24	0000000	O'DONNELL ACE HARDWARE	5.50			02/13/24
						BOLTS				
ACCOUNT TOTAL							16.79	.00		16.79
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL										
1341		08/24	AP	01/31/24	0000000	FERTILIZER DEALER SUPPLY, INC	462.50			02/13/24
						HOSE FOR BRINE				
1344		08/24	AP	01/31/24	0000000	COMPASS MINERALS AMERICA	2,520.78			02/13/24
						ROAD SALT				
1344		08/24	AP	01/31/24	0000000	MENARDS-CEDAR FALLS	57.36			02/13/24
						BRINE				
1344		08/24	AP	01/30/24	0000000	MENARDS-CEDAR FALLS	12.72			02/13/24
						BRINE				
1344		08/24	AP	01/29/24	0000000	COMPASS MINERALS AMERICA	34,038.19			02/13/24
						ROAD SALT				
1344		08/24	AP	01/26/24	0000000	COMPASS MINERALS AMERICA	43,754.12			02/13/24
						ROAD SALT				
1344		08/24	AP	01/25/24	0000000	COMPASS MINERALS AMERICA	44,029.02			02/13/24
						ROAD SALT				
1344		08/24	AP	01/24/24	0000000	COMPASS MINERALS AMERICA	25,396.52			02/13/24
						ROAD SALT				
1341		08/24	AP	01/22/24	0000000	POLK'S LOCK SERVICE, INC.	6.00			02/13/24
						KEYS FOR 250 AND 251				
1344		08/24	AP	12/31/23	0000000	NAPA AUTO PARTS	6,103.33			02/13/24
						NAPA PARTS				
ACCOUNT TOTAL							156,380.54	.00		156,380.54
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1341		08/24	AP	01/31/24	0000000	CITY LAUNDERING CO.	18.01			02/13/24
						FIRST AID SUPPLIES				
ACCOUNT TOTAL							18.01	.00		18.01

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1346		08/24	AP	02/01/24	0000000	MENARDS-CEDAR FALLS WD40	29.99		02/13/24
ACCOUNT TOTAL							29.99	.00	29.99
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
1344		08/24	AP	01/31/24	0000000	ASPRO, INC. COLDMIX	779.76		02/13/24
1344		08/24	AP	12/31/23	0000000	NAPA AUTO PARTS NAPA PARTS	342.99		02/13/24
ACCOUNT TOTAL							1,122.75	.00	1,122.75
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING									
1328		08/24	AP	02/05/24	0000000	BLACK HAWK RENTAL SAW BLADE-BRUSH CUTTING	24.99		02/13/24
ACCOUNT TOTAL							24.99	.00	24.99
206-6637-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1308		08/24	AP	12/21/23	0145473	US BANK SQ *NORTHLAND CDL TRAININ	895.00		02/07/24
ACCOUNT TOTAL							895.00	.00	895.00
206-6637-436.93-01 EQUIPMENT / EQUIPMENT									
1346		08/24	AP	02/07/24	0000000	DON'S TRUCK SALES, INC. #237 CONSTRUCTION DUMP	112,157.00		02/13/24
1328		08/24	AP	01/29/24	0000000	TRUCK PW03297 FORCE AMERICA DISTRIBUTING LL	5,044.22		02/13/24
1275		08/24	AP	01/24/24	0000000	#244 FEEDBACK UPGRADE C & C WELDING & SANDBLASTING	2,465.99		02/13/24
ACCOUNT TOTAL							119,667.21	.00	119,667.21
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1328		08/24	AP	01/16/24	0000000	ECHO GROUP, INC. SCREWS/NUTS/CONDUIT	679.29		02/13/24
1328		08/24	AP	01/09/24	0000000	FASTENAL COMPANY GLOVES/TAPE	223.08		02/13/24
ACCOUNT TOTAL							902.37	.00	902.37

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.72-16						OPERATING SUPPLIES / TOOLS				
1328		08/24 AP		01/29/24	0000000	CAMPBELL SUPPLY WATERLOO	515.00			02/13/24
						ROTARY HAMMER/PLIER				
						WIRE STRIPPER/SCREW DRIVER				
						ACCOUNT TOTAL	515.00	.00	515.00	
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1341		08/24 AP		01/31/24	0000000	CITY LAUNDERING CO.	31.22			02/13/24
						FIRST AID SUPPLIES				
						ACCOUNT TOTAL	31.22	.00	31.22	
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS										
1328		08/24 AP		01/09/24	0000000	IOWA PRISON INDUSTRIES	12,031.20			02/13/24
						TRAFFIC SIGNS				
						ACCOUNT TOTAL	12,031.20	.00	12,031.20	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1344		08/24 AP		02/02/24	0000000	TRAFFIC CONTROL CORPORATION	2,660.00			02/13/24
						ADA PUSH BUTTONS				
						ACCOUNT TOTAL	2,660.00	.00	2,660.00	
						FUND TOTAL	294,342.14	.00	294,342.14	
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				
1295		08/24 AP		02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			02/13/24
						COPY PAPER				
1265		08/24 AP		01/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.33			02/13/24
						AA&AAA BATTERIES,GEL PENS				
1265		08/24 AP		01/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04			02/13/24
						COPY PAPER				
1265		08/24 AP		01/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.46			02/13/24
						INDEX TABS				
1295		08/24 AP		12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52			02/13/24
						COPY PAPER				
1295		08/24 AP		12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.31			02/13/24
						PAPER CLIPS/FILE FOLDERS				
						CORRECTION TAPE				
						ACCOUNT TOTAL	10.94	.00	10.94	

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FUND 217 SECTION 8 HOUSING FUND										
FUND TOTAL							10.94	.00	10.94	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1295		08/24	AP	02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52			02/13/24
COPY PAPER										
1265		08/24	AP	01/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.76			02/13/24
COPY PAPER										
1265		08/24	AP	01/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.09			02/13/24
INDEX TABS										
1265		08/24	AP	01/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.47			02/13/24
AA&AAA BATTERIES,GEL PENS										
1295		08/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.38			02/13/24
COPY PAPER										
1295		08/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.26			02/13/24
PAPER CLIPS/FILE FOLDERS										
CORRECTION TAPE										
ACCOUNT TOTAL							3.48	.00	3.48	
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING										
1295		08/24	AP	01/04/24	0000000	COURIER LEGAL COMMUNICATIONS	47.83			02/13/24
PH NTC-'24 CDBG SAN.REHAB										
ACCOUNT TOTAL							47.83	.00	47.83	
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT										
1267		08/24	AP	01/31/24	0000000	QUESTCDN	84.00			02/13/24
3325-FFY23 SANITARY SEWER										
PROJECT#: 023325										
01/19/24-2 BIDS										
ACCOUNT TOTAL							84.00	.00	84.00	
FUND TOTAL							135.31	.00	135.31	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
1267		08/24	AP	02/05/24	0000000	PETERSON CONTRACTORS	6,880.60			02/13/24
3283-MAIN ST RECONSTRUCT										
PROJECT#: 023283										
1267		08/24	AP	01/29/24	0000000	TERRACON CONSULTANTS, INC.	59.00			02/13/24
3283-MAIN ST RECONSTRUCT										
PROJECT#: 023283										
THROUGH 01/20/24										
1295		08/24	AP	01/29/24	0000000	AHLERS AND COONEY, P.C.	501.50			02/13/24
LGL:023283:MAIN ST. RECON										
01/02/24-01/09/24										

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FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued			
PROJECT#: 023283									
1267		08/24	AP	12/13/23	0000000	CEDAR FALLS UTILITIES	32,903.85		02/13/24
						3283-MAIN ST RECONSTRUCT			
						600 BLK DECORATIVE LIGHTS			
PROJECT#: 023283									
ACCOUNT TOTAL							40,344.95	.00	40,344.95
FUND TOTAL							40,344.95	.00	40,344.95
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1295		08/24	AP	02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.91		02/13/24
1295		08/24	AP	02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04		02/13/24
						TAPE/FOLDERS/SM. POST-ITS			
1265		08/24	AP	01/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04		02/13/24
						COPY PAPER			
1308		08/24	AP	01/18/24	0145473	US BANK	38.78		02/07/24
						AMZN MKTP US*R87YK3OE2			
1308		08/24	AP	01/18/24	0145473	US BANK	78.00		02/07/24
						RAMPANT			
1308		08/24	AP	01/17/24	0145473	US BANK	39.00		02/07/24
						RAMPANT			
1308		08/24	AP	01/15/24	0145473	US BANK	73.45		02/07/24
						AMZN MKTP US*RT4G81W30			
1308		08/24	AP	01/15/24	0145473	US BANK	63.90		02/07/24
						AMZN MKTP US*RT7OB90E2			
1308		08/24	AP	01/09/24	0145473	US BANK	181.48		02/07/24
						B&H PHOTO 800-606-6969			
1295		08/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52		02/13/24
						COPY PAPER			
ACCOUNT TOTAL							485.12	.00	485.12
254-1088-431.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
1308		08/24	AP	01/16/24	0145473	US BANK	14.99		02/07/24
						ROKFIN			
						01/15-02/15/24 MONTHLY10			
ACCOUNT TOTAL							14.99	.00	14.99
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1308		08/24	AP	01/22/24	0145473	US BANK	85.81		02/07/24
						CASEYS PIZZA 1887			
1308		08/24	AP	01/08/24	0145473	US BANK	39.14		02/07/24
						CASEYS PIZZA 1887			
						MEAL:CF BOYS BB-CREW			

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FUND 254 CABLE TV FUND									
254-1088-1277	431.83-05	07/24 AP		TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)	0143734	US BANK	630.23		01/31/24
				ACCOUNT CORRECTION		DJI DRONES			
				ACCOUNT TOTAL			124.95	630.23	505.28-
254-1088-1308 431.93-01 EQUIPMENT / EQUIPMENT									
254-1088-1277	431.93-01	08/24 AP		EQUIPMENT / EQUIPMENT	0145473	US BANK	108.08		02/07/24
				AMZN MKTP US*R81TC26T0		HDMI SPLITTER/GAFFER TAPE			
				07/24 AP	0143734	US BANK	630.23		01/31/24
				DJI DRONES		EJI MAVIC DRONE EXT.WARR.			
				ACCOUNT TOTAL			738.31	.00	738.31
				FUND TOTAL			1,363.37	630.23	733.14
FUND 258 PARKING FUND									
258-5531-1295	435.71-01	08/24 AP		OFFICE SUPPLIES / OFFICE SUPPLIES	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.82		02/13/24
				TAFE/FOLDERS/SM. POST-ITS					
				08/24 AP	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		02/13/24
				COPY PAPER					
				08/24 AP	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.66		02/13/24
				AA&AAA BATTERIES,GEL PENS					
				08/24 AP	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		02/13/24
				COPY PAPER					
				08/24 AP	0000000	OFFICE EXPRESS OFFICE PRODUCT	.93		02/13/24
				INDEX TABS					
				08/24 AP	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		02/13/24
				COPY PAPER					
				08/24 AP	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.62		02/13/24
				PAPER CLIPS/FILE FOLDERS		CORRECTION TAPE			
				ACCOUNT TOTAL			19.15	.00	19.15
				FUND TOTAL			19.15	.00	19.15
FUND 261 TOURISM & VISITORS									
261-2291-1309	423.71-01	08/24 AP		OFFICE SUPPLIES / OFFICE SUPPLIES	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.48		02/13/24
				SUPER GLUE					
				ACCOUNT TOTAL			5.48	.00	5.48

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FUND 261 TOURISM & VISITORS										
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1308		08/24	AP	01/19/24	0145473	US BANK	16.95			02/07/24
						AMZN MKTP US*R84RE5OC1				2 CABLE LUGGAGE LOCKS
						ACCOUNT TOTAL	16.95	.00	16.95	
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS										
1309		08/24	AP	01/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	26.20			02/13/24
						8.5 X 11 BROCHURE PAPER				
						ACCOUNT TOTAL	26.20	.00	26.20	
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM										
1309		08/24	AP	02/01/24	0000000	IDSS GLOBAL LLC	1,500.00			02/13/24
						QRTL Y SUBSCRIPTION				MAR-MAY2024
						ACCOUNT TOTAL	1,500.00	.00	1,500.00	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
1309		08/24	AP	01/23/24	0000000	IOWA ECONOMIC DEV.AUTHORITY F	2,500.00			02/13/24
						ARRIVALIST-CALENDAR YEAR				2024
1308		08/24	AP	01/10/24	0145473	US BANK	103.58			02/07/24
						FACEBK YTPFXVBGB2				MOXIE DEC 26-JAN 5
1308		08/24	AP	01/10/24	0145473	US BANK	7.98			02/07/24
						FACEBK 3FVKXVBGB2				MOXIE JAN 8 FLIGHT 2B
1308		08/24	AP	01/02/24	0145473	US BANK	486.23			02/07/24
						GOOGLE ADS4363039278				MOXIE GOOGLE HOTEL/TARGET
1308		08/24	AP	12/27/23	0145473	US BANK	175.00			02/07/24
						FACEBK 6JJHYUFFB2				MOXIE FLIGHT 2A HOLIDAY
						ACCOUNT TOTAL	3,272.79	.00	3,272.79	
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1308		08/24	AP	01/22/24	0145473	US BANK	109.60			02/07/24
						STAYBRIDGE SUITES				HOTEL:LEGISLATIVE SHOWCAS
						ACCOUNT TOTAL	109.60	.00	109.60	
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1308		08/24	AP	01/22/24	0145473	US BANK	175.00			02/07/24
						IOWATRAVELINDUSTRY.ORG				REG:ILEAD TOURISM LDRSHIP
						ACCOUNT TOTAL	175.00	.00	175.00	

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									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.85-23						UTILITIES / BUILDING MAINTENANCE			
1309		08/24	AP	02/02/24	0000000	ARAMARK	7.80		02/13/24
						MAT SERVICE			
						ACCOUNT TOTAL	7.80	.00	7.80
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS									
1309		08/24	AP	01/30/24	0000000	STRATEGIC IMAGING	147.50		02/13/24
						WRESTLING BANNER-HOTEL RACK			
						ACCOUNT TOTAL	147.50	.00	147.50
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS									
1309		08/24	AP	01/22/24	0000000	CEDAR VALLEY SPORTS COMMISSIO	22,500.00		02/13/24
						ANNUAL SUPPORT-BRING ATHLETIC EVENTS TO CF			
1309		08/24	AP	01/22/24	0000000	CEDAR VALLEY SPORTS COMMISSIO	1,700.00		02/13/24
						2024 NWCA NATIONAL WRESTL DUALS MEET EXPENSES			
						ACCOUNT TOTAL	24,200.00	.00	24,200.00
261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1309		08/24	AP	01/31/24	0000000	CORY'S PAINTING, L.L.C.	7,949.55		02/13/24
						PAINT VISITOR CENTER OFFICE AREA			
						ACCOUNT TOTAL	7,949.55	.00	7,949.55
						FUND TOTAL	37,410.87	.00	37,410.87
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1053		08/24	AP	02/02/24	0000000	ARAMARK	7.80		02/13/24
						COMM. CENTER MAT SERVICE			
1053		08/24	AP	01/19/24	0000000	ARAMARK	7.80		02/13/24
						COMM. CENTER MAT SERVICE			
						ACCOUNT TOTAL	15.60	.00	15.60
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
1053		08/24	AP	02/06/24	0000000	MASMAR, MANDY SUE	160.00		02/13/24
						SENIOR LINE DANCING FOR JANUARY '24			
1053		08/24	AP	01/31/24	0000000	HEARST CENTER FOR THE ARTS	150.00		02/13/24
						1/31/24 PAINT ALONG			
1310		08/24	AP	01/02/24	0145473	US BANK	5.99		02/07/24
						AMZN MKTP US*CI04N59T3 SCRAPBOOK STICKERS			

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FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING						continued			
ACCOUNT TOTAL							315.99	.00	315.99
FUND TOTAL							331.59	.00	331.59
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS									
1265		08/24 AP		01/29/24	0000000	ASBESTOS INSPECTIONS, TESTING	397.00		02/13/24
						3198-FLOOD BUYOUTS			
						ASBESTOS INSP-627 CLAIRE			
						PROJECT#: 023198			
1265		08/24 AP		01/29/24	0000000	ASBESTOS INSPECTIONS, TESTING	397.00		02/13/24
						3198-FLOOD BUYOUTS			
						ASBESTOS INSP-1027 CLAIRE			
						PROJECT#: 023198			
1265		08/24 AP		01/29/24	0000000	ASBESTOS INSPECTIONS, TESTING	397.00		02/13/24
						3198-FLOOD BUYOUTS			
						ASBESTOS INSP-628LONGVIEW			
						PROJECT#: 023198			
1265		08/24 AP		01/29/24	0000000	ASBESTOS INSPECTIONS, TESTING	397.00		02/13/24
						3198-FLOOD BUYOUTS			
						ASBESTOS INSP-824 COTTAGE			
						PROJECT#: 023198			
ACCOUNT TOTAL							1,588.00	.00	1,588.00
404-1220-431.95-86 BOND FUND PROJECTS / CENTER STREET STREETScape									
1267		08/24 AP		01/19/24	0000000	SIGNS & DESIGNS, INC.	1,785.00		02/13/24
						3206-CENTER STREETScape			
						PARKS PLAQUE WITH NAMES			
						PROJECT#: 023206			
1267		08/24 AP		06/27/23	0000000	FOTH INFRASTRUCTURE & ENVIRON	3,646.94		02/13/24
						3206-CENTER STREETScape			
						2023 REDESIGN-05/31/23			
						PROJECT#: 023206			
ACCOUNT TOTAL							5,431.94	.00	5,431.94
FUND TOTAL							7,019.94	.00	7,019.94

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									POST DT
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43						CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE			
1267		08/24	AP	01/31/24	0000000	PETERSON CONTRACTORS	180,569.30		02/13/24
						3290-CEDAR RIVER REC			
						PROJECT#: 023290			
						ACCOUNT TOTAL	180,569.30	.00	180,569.30
						FUND TOTAL	180,569.30	.00	180,569.30
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 2004 TIF BOND									
430-1220-431.97-83						TIF BOND PROJECTS / TIF LEGAL FEES			
1295		08/24	AP	01/29/24	0000000	AHLERS AND COONEY, P.C.	201.00		02/13/24
						LGL:CONTESTED SERV. AREA 12/15/23-01/11/24			
						ACCOUNT TOTAL	201.00	.00	201.00
						FUND TOTAL	201.00	.00	201.00
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2024 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-431.98-23						CAPITAL PROJECTS / GREENHILL RD & S MAIN INT			
1267		08/24	AP	01/31/24	0000000	SHIVE-HATTERY	5,613.32		02/13/24
						3228-GREENHILL/S MAIN INT SERVICES THROUGH 01/26/24			
						PROJECT#: 023228			
						ACCOUNT TOTAL	5,613.32	.00	5,613.32
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON									
1267		08/24	AP	01/29/24	0000000	TERRACON CONSULTANTS, INC.	245.00		02/13/24
						3171-CEDAR HEIGHTS RECON THROUGH 01/20/24			
						PROJECT#: 023171			
1267		08/24	AP	01/28/24	0000000	SNYDER & ASSOCIATES, INC.	9,121.46		02/13/24
						3171-CEDAR HEIGHTS RECON THROUGH 12/31/23			
						PROJECT#: 023171			
1267		08/24	AP	01/28/24	0000000	SNYDER & ASSOCIATES, INC.	2,299.75		02/13/24
						3171-CEDAR HEIGHTS RECON THROUGH 12/31/23 SURVEY			

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FUND 438 2020 BOND FUND									
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON							continued		
PROJECT#: 023171									
ACCOUNT TOTAL							11,666.21	.00	11,666.21
438-1220-431.98-85 CAPITAL PROJECTS / LAKE STREET TRAIL									
1267		08/24 AP		01/22/24	0000000	OWEN CONTRACTING INC.	8,313.99		02/13/24
PROJECT#: 3247-LAKE STREET TRAIL RETAINAGE									
PROJECT#: 023247									
ACCOUNT TOTAL							8,313.99	.00	8,313.99
438-1220-431.98-87 CAPITAL PROJECTS / SLOPE REPAIR									
1267		08/24 AP		01/19/24	0000000	AECOM TECHNICAL SERVICES, INC	1,275.31		02/13/24
PROJECT#: 3256-GREENWOOD CEM SLOPE 12/09/23-01/12/24									
PROJECT#: 023256									
ACCOUNT TOTAL							1,275.31	.00	1,275.31
FUND TOTAL							26,868.83	.00	26,868.83
FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.92-27 STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS									
1362		08/24 AP		02/09/24	0000000	LAPORTE ROAD MEMORIAL WORKS	17,747.50		02/13/24
COLUMBARIUM-1/2 DOWN PYMT									
ACCOUNT TOTAL							17,747.50	.00	17,747.50
443-1220-431.94-38 CAPITAL PROJECTS / PRIVATE PROP.ASH TREES RM									
1275		08/24 AP		01/26/24	0000000	TWIN CITY TREE SERVICE INC	2,500.00		02/13/24
PROJECT#: TREE SERVICE- ASH TREES 307 N FRANCIS									
PROJECT#: 5016									
ACCOUNT TOTAL							2,500.00	.00	2,500.00
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD									
1267		08/24 AP		01/31/24	0000000	SCHMITT CONSTRUCTION CO.INC.,	16.93		02/13/24
PROJECT#: 3244-ASHWORTH DR EXT.									
PROJECT#: 023244									
1267		08/24 AP		01/18/24	0000000	SCHMITT CONSTRUCTION CO.INC.,	242,250.00		02/13/24
PROJECT#: 3244-ASHWORTH DR EXT.									
PROJECT#: 023244									
ACCOUNT TOTAL							242,266.93	.00	242,266.93

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FUND 443	CAPITAL PROJECTS								
					FUND TOTAL		262,514.43	.00	262,514.43
FUND 472	PARKADE RENOVATION								
FUND 473	SIDEWALK ASSESSMENT								
473-1220-431.98-99	CAPITAL PROJECTS /					SIDEWALK SPECIAL ASSESSMT			
1267	08/24	AP	02/06/24	0000000		BOULDER CONTRACTING, LLC	3,154.56		02/13/24
	3301-2023	SIDEWALK ASSESS				RETAINAGE			
PROJECT#:	023301								
					ACCOUNT TOTAL		3,154.56	.00	3,154.56
					FUND TOTAL		3,154.56	.00	3,154.56
FUND 483	ECONOMIC DEVELOPMENT								
FUND 484	ECONOMIC DEVELOPMENT LAND								
FUND 541	2018 STORM WATER BONDS								
FUND 544	2008 SEWER BONDS								
FUND 545	2018 SEWER BONDS								
FUND 546	SEWER IMPROVEMENT FUND								
FUND 547	SEWER RESERVE FUND								
FUND 548	1997 SEWER BOND FUND								
FUND 549	1992 SEWER BOND FUND								
FUND 550	2000 SEWER BOND FUND								
FUND 551	REFUSE FUND								
551-6675-436.71-06	OFFICE SUPPLIES /					OFFICE EQUIPMENT SUPPLIES			
1308	08/24	AP	12/26/23	0145473		US BANK	208.89		02/07/24
	AMAZON.COM*XM7X39HY3					ENVELOPE PRINTER TONER			
					ACCOUNT TOTAL		208.89	.00	208.89
551-6685-436.72-01	OPERATING SUPPLIES /					OPERATING SUPPLIES			
1341	08/24	AP	01/31/24	0000000		CULLIGAN WATER CONDITIONING	7.75		02/13/24
	WATER AT TRANSFER ST								
					ACCOUNT TOTAL		7.75	.00	7.75
551-6685-436.72-16	OPERATING SUPPLIES /					TOOLS			
1275	08/24	AP	01/25/24	0000000		MENARDS-CEDAR FALLS	24.44		02/13/24
	AWL/DRIVER SET/USB CHARGE					CAT EXCHANGER			
					ACCOUNT TOTAL		24.44	.00	24.44
551-6685-436.72-19	OPERATING SUPPLIES /					PRINTING			
1341	08/24	AP	01/15/24	0000000		STOREY KENWORTHY	120.50		02/13/24

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FUND 551 REFUSE FUND										
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING							continued			
1341		08/24 AP		01/03/24	0000000	STOREY KENWORTHY PINK BAG TAGS BULK TICKETS	162.00			02/13/24
ACCOUNT TOTAL							282.50	.00	282.50	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1295		08/24 AP		02/01/24	0000000	THOMPSON SHOES SAFETY SHOES-C BLOHN	165.75			02/13/24
ACCOUNT TOTAL							165.75	.00	165.75	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1344		08/24 AP		12/31/23	0000000	NAPA AUTO PARTS NAPA PARTS	2,670.16			02/13/24
ACCOUNT TOTAL							2,670.16	.00	2,670.16	
551-6685-436.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1344		08/24 AP		01/10/24	0000000	U.S. CELLULAR SECURITY CAMERA DATA FEES	279.36			02/13/24
ACCOUNT TOTAL							279.36	.00	279.36	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
1341		08/24 AP		02/02/24	0000000	WEIKERT IRON AND METAL APPLIANCE RECYCLING	1,799.00			02/13/24
1341		08/24 AP		01/27/24	0000000	LIBERTY TIRE RECYCLING, LLC SCRAP TIRE RECYCLING	799.45			02/13/24
ACCOUNT TOTAL							2,598.45	.00	2,598.45	
FUND TOTAL							6,237.30	.00	6,237.30	
FUND 552 SEWER RENTAL FUND										
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS										
1333		08/24 AP		01/30/24	0000000	CAMPBELL SUPPLY WATERLOO HAMMER DRILL	500.10			02/13/24
1333		08/24 AP		01/25/24	0000000	O'DONNELL ACE HARDWARE AUGER BIT	37.99			02/13/24
1333		08/24 AP		01/24/24	0000000	CAMPBELL SUPPLY WATERLOO AXE	59.00			02/13/24
ACCOUNT TOTAL							597.09	.00	597.09	

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FUND 552 SEWER RENTAL FUND									
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1295		08/24	AP	02/01/24	0000000 THOMPSON SHOES	175.00		02/13/24	
					SAFETY SHOES-J DIETZ P.O. 56936				
1295		08/24	AP	02/01/24	0000000 THOMPSON SHOES	140.25		02/13/24	
					SAFETY SHOES-C ROBINSON P.O. 56935				
1295		08/24	AP	02/01/24	0000000 BROWN'S SHOE FIT	175.00		02/13/24	
					SAFETY SHOES-Q AALFS P.O. 56932				
1333		08/24	AP	01/31/24	0000000 CAMPBELL SUPPLY WATERLOO	51.96		02/13/24	
					SAFETY CLEATS				
1333		08/24	AP	01/30/24	0000000 GRAINGER PARTS	70.96		02/13/24	
					RUBBER BOOTS				
1295		08/24	AP	01/30/24	0000000 GRAINGER PARTS	114.59		02/13/24	
					SAFETY SHOES-P TOMETICH P.O. 56937				
1333		08/24	AP	01/26/24	0000000 CAMPBELL SUPPLY WATERLOO	90.93		02/13/24	
					SAFETY CLEATS				
1333		08/24	AP	01/26/24	0000000 GRAINGER PARTS	275.68		02/13/24	
					SAFETY GLOVES				
1333		08/24	AP	01/17/24	0000000 CAMPBELL SUPPLY WATERLOO	189.36		02/13/24	
					GLOVES				
					ACCOUNT TOTAL	1,283.73	0.00	1,283.73	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1333		08/24	AP	01/31/24	0000000 ELECTRICAL ENGINEERING & EQUI	255.44		02/13/24	
					ELECTRICAL CONTACTOR				
1333		08/24	AP	01/31/24	0000000 ELECTRICAL ENGINEERING & EQUI	132.85		02/13/24	
					ELECTRICAL CONTACTOR				
1333		08/24	AP	01/29/24	0000000 CAMPBELL SUPPLY WATERLOO	14.04		02/13/24	
					AIR FILTERS				
1333		08/24	AP	01/29/24	0000000 O'DONNELL ACE HARDWARE	28.66		02/13/24	
					HOSE COUPLER/NIPPLE				
1333		08/24	AP	01/29/24	0000000 O'DONNELL ACE HARDWARE	22.68		02/13/24	
					FLEX COUPLER/PVC UNION				
1333		08/24	AP	01/24/24	0000000 DON JOHNS ENGINEERING CO.	2,589.47		02/13/24	
					BIOSOLIDS ACTUATOR SPRING				
1333		08/24	AP	01/24/24	0000000 O'DONNELL ACE HARDWARE	83.31		02/13/24	
					THREAD SEALANT/HOSES				
1333		08/24	AP	01/12/24	0000000 CONTINENTAL RESEARCH CORP.	463.68		02/13/24	
					PLANT				
1344		08/24	AP	12/31/23	0000000 NAPA AUTO PARTS	793.43		02/13/24	
					NAPA PARTS				
1308		08/24	AP	12/26/23	0145473 US BANK	375.00		02/07/24	
					AMZN MKTP US*IN8DM2723				
					INTERFACE CONVERTER				
					ACCOUNT TOTAL	4,758.56	0.00	4,758.56	
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1333		08/24	AP	01/26/24	0000000 FERGUSON ENTERPRISES, INC.	3.75		02/13/24	

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FUND 552 SEWER RENTAL FUND										
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
1333				08/24	AP 01/18/24 0000000	FLANGED TAIL PIECE/P-TRAP O-RINGS PLUMB SUPPLY COMPANY, LLC	15.71			02/13/24
ACCOUNT TOTAL							19.46	.00	19.46	
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT										
1333				08/24	AP 01/31/24 0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	159.48			02/13/24
1333				08/24	AP 01/29/24 0000000	MIDLAND SCIENTIFIC, INC. H2O CARTRIDGE	685.44			02/13/24
1333				08/24	AP 01/26/24 0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	476.70			02/13/24
1333				08/24	AP 01/26/24 0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	96.75			02/13/24
1333				08/24	AP 01/22/24 0000000	NORTH CENTRAL LABORATORIES QC STANDARDS-LAB	82.20			02/13/24
ACCOUNT TOTAL							1,500.57	.00	1,500.57	
552-6665-436.73-68 OTHER SUPPLIES / POLYMER										
1333				08/24	AP 01/26/24 0000000	MSD ENVIRONMENTAL SERVICES, I POLYMER	5,101.20			02/13/24
ACCOUNT TOTAL							5,101.20	.00	5,101.20	
552-6665-436.74-06 SEWER SUPPLIES / BLDG & GR - LIFT STATIONS										
1333				08/24	AP 01/30/24 0000000	MENARDS-CEDAR FALLS 309 BLDG SHELVING	153.82			02/13/24
1333				08/24	AP 01/25/24 0000000	O'DONNELL ACE HARDWARE HOSE NOZZLE	21.38			02/13/24
1333				08/24	AP 01/25/24 0000000	O'DONNELL ACE HARDWARE FLOOR SCRAPER-309 BLDG	56.97			02/13/24
ACCOUNT TOTAL							232.17	.00	232.17	
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY										
1341				08/24	AP 02/07/24 0000000	O'DONNELL ACE HARDWARE CONCRETE-SANITARY RISER	7.99			02/13/24
ACCOUNT TOTAL							7.99	.00	7.99	
552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL										
1275				08/24	AP 01/23/24 0000000	IOWA ONE CALL	201.60			02/13/24

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									BALANCE	
FUND 552 SEWER RENTAL FUND										
552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL continued										
ONE CALLS DECEMBER 2023										
						ACCOUNT TOTAL	201.60	.00	201.60	
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS										
1333		08/24	AP	01/22/24	0000000	UTILITY EQUIPMENT COMPANY	268.54			02/13/24
						BLIND FLANGE- CH LS				
1333		08/24	AP	01/18/24	0000000	VAN METER, INC.	5.02			02/13/24
						CONDUIT CONNECTOR				
1308		08/24	AP	01/09/24	0145473	US BANK	539.97			02/07/24
						AMAZON.COM*TK1D55S52				
						UPS DEVICES - WATER REC				
						ACCOUNT TOTAL	813.53	.00	813.53	
552-6665-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1308		08/24	AP	01/15/24	0145473	US BANK	85.00			02/07/24
						IOWA DNR SALES				
						NPDES PERMIT RENEWAL				
						ACCOUNT TOTAL	85.00	.00	85.00	
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1333		08/24	AP	01/29/24	0000000	KIRKWOOD COMMUNITY COLLEGE	140.00			02/13/24
						REG:WASTEWATER REVIEW,GR2				
						K LEWIS				
1333		08/24	AP	01/22/24	0000000	KIRKWOOD COMMUNITY COLLEGE	280.00			02/13/24
						REG:WASTEWATER REVIEW,GR2				
						J TEGTMEIER/J DIETZ				
						ACCOUNT TOTAL	420.00	.00	420.00	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1333		08/24	AP	01/31/24	0000000	BRECKE MECHANICAL CONTRACTORS	3,522.48			02/13/24
						HE VALVE REPLACEMENT				
1333		08/24	AP	01/30/24	0000000	A-TEC RECYCLING, INC.	315.05			02/13/24
						UV BULB RECYCLING				
						ACCOUNT TOTAL	3,837.53	.00	3,837.53	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
1333		08/24	AP	02/02/24	0000000	ARAMARK	34.46			02/13/24
						RUGS AND TOWELS				
						ACCOUNT TOTAL	34.46	.00	34.46	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										

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FUND 552 SEWER RENTAL FUND										
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING							continued			
1333		08/24	AP	01/30/24	0000000	EUROFINS CEDAR FALLS LAB ANALYSIS	3,128.00		3,128.00	02/13/24
ACCOUNT TOTAL							3,128.00	.00	3,128.00	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
1333		08/24	AP	01/28/24	0000000	COURIER COMMUNICATIONS-ADVERT FARM LEASE ADVERT	48.00		48.00	02/13/24
ACCOUNT TOTAL							48.00	.00	48.00	
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1267		08/24	AP	01/18/24	0000000	AECOM TECHNICAL SERVICES, INC PROJECT START-01/12/24	7,886.52		7,886.52	02/13/24
PROJECT#:					023332					
1333		08/24	AP	01/10/24	0000000	ZIMMER & FRANCESCON, INC. CEDAR HEIGHTS PUMPS	61,104.51		61,104.51	02/13/24
ACCOUNT TOTAL							68,991.03	.00	68,991.03	
552-6665-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE										
1267		08/24	AP	02/01/24	0000000	PETERSON CONTRACTORS 3182-OAK PARK SEWER	78,090.00		78,090.00	02/13/24
PROJECT#:					023182					
1267		08/24	AP	01/28/24	0000000	SNYDER & ASSOCIATES, INC. THROUGH 12/31/23 SURVEY	124.50		124.50	02/13/24
PROJECT#:					023182					
ACCOUNT TOTAL							78,214.50	.00	78,214.50	
FUND TOTAL							169,274.42	.00	169,274.42	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1265		08/24	AP	01/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT AA&AAA BATTERIES,GEL PENS	1.86		1.86	02/13/24
1265		08/24	AP	01/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.80		3.80	02/13/24
1265		08/24	AP	01/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT INDEX TABS	.37		.37	02/13/24
1295		08/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.90		1.90	02/13/24
1295		08/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.05		1.05	02/13/24

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FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued										
PAPER CLIPS/FILE FOLDERS CORRECTION TAPE										
ACCOUNT TOTAL							8.98	.00	8.98	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
1341		08/24	AP	02/07/24	0000000	O'DONNELL ACE HARDWARE	26.76			02/13/24
TAR FOR MANHOLE CASTING										
1341		08/24	AP	02/06/24	0000000	BUILDERS SELECT LLC	4.99			02/13/24
NAIL STORM BOXES										
ACCOUNT TOTAL							31.75	.00	31.75	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1267		08/24	AP	02/02/24	0000000	PETERSON CONTRACTORS	6,470.92			02/13/24
3215-OLIVE ST BOX CULVERT										
PROJECT#: 023215										
ACCOUNT TOTAL							6,470.92	.00	6,470.92	
FUND TOTAL							6,511.65	.00	6,511.65	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1295		08/24	AP	02/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			02/13/24
COPY PAPER										
1308		08/24	AP	01/08/24	0145473	US BANK	17.40			02/07/24
AMZN MKTP US*TK1771AF2 PENS										
ACCOUNT TOTAL							19.68	.00	19.68	
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1308		08/24	AP	01/22/24	0145473	US BANK	369.59			02/07/24
AMZN MKTP US*R84VT7J71 IPAD/ACCESSORIES										
1308		08/24	AP	01/22/24	0145473	US BANK	285.18			02/07/24
AMZN MKTP US*R84VH5JF1 DOCKING STATIONS										
1308		08/24	AP	01/19/24	0145473	US BANK	129.98			02/07/24
AMAZON RET* 114-672493 SOLID STATE DRIVES - PD										
1308		08/24	AP	01/08/24	0145473	US BANK	19.49			02/07/24
AMZN MKTP US*TK1771AF2 CAMERA MOUNT										
1308		08/24	AP	12/21/23	0145473	US BANK	37.98			02/07/24
AMZN MKTP US*FY3TV00S3 ID BADGE LANYARDS										
ACCOUNT TOTAL							842.22	.00	842.22	

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FUND 606 DATA PROCESSING FUND									
606-1078-1295	441.81-01	PROFESSIONAL SERVICES /	PROFESSIONAL SERVICES						
	08/24	AP	01/29/24	00000000	ACOM SOLUTIONS, INC.	620.00			02/13/24
					MAYOR SIGNATURE UPDATE				
					ACCOUNT TOTAL	620.00	.00		620.00
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
1308	08/24	AP	01/22/24	0145473	US BANK	99.00			02/07/24
					STK*BIGSTOCKPHOTO.COM				ONLINE IMAGE SUBSCRIPTION
1308	08/24	AP	12/26/23	0145473	US BANK	99.00			02/07/24
					STK*BIGSTOCKPHOTO.COM				ONLINE IMAGE SUBSCRIPTION
					ACCOUNT TOTAL	198.00	.00		198.00
606-1078-441.81-42 PROFESSIONAL SERVICES / CJIS OPERATION									
1345	08/24	AP	01/23/24	00000000	BLACK HAWK CO.CJIS	10,841.62			02/13/24
					FY'24 2ND 1/2 OPER.EXP.				
					ACCOUNT TOTAL	10,841.62	.00		10,841.62
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1308	08/24	AP	12/27/23	0145473	US BANK	41.99			02/07/24
					AMZN MKTP US*GW3OE3KZ3				WIRED MICE-INVENTORY
1308	08/24	AP	12/27/23	0145473	US BANK	77.73			02/07/24
					AMZN MKTP US*IQOHE0CC3				LAPTOP BATTERY REPLACEMT
					ACCOUNT TOTAL	119.72	.00		119.72
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
1295	08/24	AP	02/01/24	00000000	ASSOCIATED COMPUTER SYSTEMS L	2,807.19			02/13/24
					KNOWBE4 COMPLIANCE+ SUBSC				14 MONTH SUBSCRIPTION
1295	08/24	AP	01/19/24	00000000	ESRI	3,850.00			02/13/24
					ARCGIS ENTERPRISE SUBSC.				01/11/24-01/10/25
					ACCOUNT TOTAL	6,657.19	.00		6,657.19
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1295	08/24	AP	02/05/24	00000000	B & H PHOTO-VIDEO-PRO AUDIO	1,590.02			02/13/24
					LAPTOPS FOR LIBRARY				
1308	08/24	AP	01/05/24	0145473	US BANK	226.61			02/07/24
					PAYPAL *OMNIPRO LLC OM				CHROMEBOOK-CODE ENFORCEMT
					ACCOUNT TOTAL	1,816.63	.00		1,816.63

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FUND 606 DATA PROCESSING FUND									
FUND TOTAL						21,115.06	.00	21,115.06	
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
1295		08/24 AP		02/01/24 0000000	PDCM INSURANCE BENEFITS CONSULTING SERV. FEBRUARY 2024	3,541.67			02/13/24
ACCOUNT TOTAL						3,541.67	.00	3,541.67	
FUND TOTAL						3,541.67	.00	3,541.67	
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
1328		08/24 AP		02/06/24 0000000	NORTHLAND PRODUCTS CO. WASHER FLUID	172.40			02/13/24
1328		08/24 AP		02/02/24 0000000	SAM ANNIS & CO. PROPANE REFILL	90.20			02/13/24
1344		08/24 AP		01/26/24 0000000	SAFETY-KLEEN SYSTEMS, INC WASTE DIESEL FUEL FROM PUMP VALVE AT 2200 TECH	708.72			02/13/24
1346		08/24 AP		01/26/24 0000000	BLACK HAWK RENTAL PROPANE REFILL	62.00			02/13/24
1275		08/24 AP		01/25/24 0000000	NORTHLAND PRODUCTS CO. BULK GREASE	413.24			02/13/24
1275		08/24 AP		01/23/24 0000000	NORTHLAND PRODUCTS CO. GREASE	243.04			02/13/24
1328		08/24 AP		01/19/24 0000000	NORTHLAND PRODUCTS CO. USED OIL	26.60			02/13/24
1344		08/24 AP		12/31/23 0000000	NAPA AUTO PARTS NAPA PARTS	70.05			02/13/24
ACCOUNT TOTAL						1,786.25	.00	1,786.25	
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
1328		08/24 AP		01/24/24 0000000	MENARDS-CEDAR FALLS PIPE WRENCH/TAPE MEASURE	92.15			02/13/24
1344		08/24 AP		12/31/23 0000000	NAPA AUTO PARTS SOLDER/WRENCH SET/PENCIL NAPA PARTS	230.86			02/13/24
ACCOUNT TOTAL						323.01	.00	323.01	
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1341		08/24 AP		01/31/24 0000000	CITY LAUNDERING CO. FIRST AID SUPPLIES	38.50			02/13/24

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES continued									
ACCOUNT TOTAL						38.50	.00	38.50	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1328		08/24	AP	02/06/24	0000000 C & C WELDING & SANDBLASTING	130.41			02/13/24
		STEEL-SNOW BLOWER REPAIR							
1346		08/24	AP	02/06/24	0000000 KELTEK INCORPORATED	239.85			02/13/24
		#202 IPAD MOUNT							
1344		08/24	AP	01/29/24	0000000 AIRGAS USA, LLC	7.68			02/13/24
		FLINT FOR TORCH STARTER							
1346		08/24	AP	01/29/24	0000000 FASTENAL COMPANY	70.97			02/13/24
		DRILL BITS							
1328		08/24	AP	01/26/24	0000000 CONTINENTAL RESEARCH CORP.	221.48			02/13/24
		ODOR NEUTRALIZER							
1346		08/24	AP	01/26/24	0000000 C & C WELDING & SANDBLASTING	4,039.24			02/13/24
		STOCK STEEL/WELDING TAPE							
1275		08/24	AP	01/24/24	0000000 MENARDS-CEDAR FALLS	63.96			02/13/24
		KUSSMAUL OUTLETS							
1308		08/24	AP	01/22/24	0145473 US BANK	41.97			02/07/24
		FLEET FARM 5600 BRINE SYSTEM PARTS							
1275		08/24	AP	01/17/24	0000000 MENARDS-CEDAR FALLS	50.17			02/13/24
		TEFLON TAPE/TIRE CHUCK TIRE GAUGE/EXHAUST FLUID							
1275		08/24	AP	01/15/24	0000000 MENARDS-CEDAR FALLS	16.93			02/13/24
		SHEAR BOLTS MINERAL CLEANER FOR FD503							
1346		08/24	AP	01/05/24	0000000 DAKOTA SUPPLY GROUP	2,945.00			02/13/24
		SKID LOADER BASKET EDGES							
1344		08/24	AP	12/31/23	0000000 NAPA AUTO PARTS	42,053.45			02/13/24
		NAPA PARTS							
ACCOUNT TOTAL						49,881.11	.00	49,881.11	
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
1328		08/24	AP	01/29/24	0000000 PRECISE MRM LLC	1,080.00			02/13/24
		AVL CELL CHARGES							
ACCOUNT TOTAL						1,080.00	.00	1,080.00	
685-6698-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE									
1341		08/24	AP	01/01/24	0000000 RON TURLEY ASSOCIATES, INC.	5,000.00			02/13/24
		FLEET MAINT. SOFTWARE 03/01/24-02/28/25							
ACCOUNT TOTAL						5,000.00	.00	5,000.00	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
1346		08/24	AP	01/24/24	0000000 D & D TIRE INC.	165.00			02/13/24

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GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 728	FAIRVIEW	CEMETERY	P-CARE						
FUND 729	HILLSIDE	CEMETERY	P-CARE						
FUND 790	FLOOD	LEVY							
GRAND TOTAL							1,317,770.88	21,311.58	1,296,459.30