



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, MARCH 15, 2021  
7:00 PM AT CITY HALL**

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

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

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

**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

- 1. Regular Meeting of March 1, 2021.

**Agenda Revisions**

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

**Special Presentations**

- 2. Proclamation recognizing March 22, 2021 as March for Meals Day.

**Special Order of Business**

- 3. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Street Construction Project.
  - a) Receive and file proof of publication of notice of hearing. (Notice published March 5, 2021)
  - 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 2021 Street Construction Project.

**Old Business**

4. Pass Ordinance #2987, amending Chapter 26, Zoning, of the Code of Ordinances relative to adaptive re-use of institutional buildings, upon its second consideration.
5. Resolution approving and authorizing execution of a Sturgis Falls Celebration Agreement for Use of City Parks and Services with Sturgis Falls Celebration, Inc.

### **New Business**

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

6. Receive and file the Work Session minutes of March 1, 2021 relative to the following item:
  - a) Mayor and City Administrator Roles.
7. Receive and file the Committee of the Whole minutes of March 1, 2021 relative to the following item:
  - a) 2009 & 2013 Complete Streets Review.
8. Receive and file the 2020 Annual Reports of the Planning & Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, Housing Commission and Bicycle & Pedestrian Advisory Committee.
9. Approve the following applications for beer permits and liquor licenses:
  - a) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
  - b) Chilitos Mexican Bar and Grill, 1704 West 1st Street, Class C liquor - renewal.
  - c) Social House, 2208 College Street, Class C liquor & outdoor service - renewal.
  - d) The Stuffed Olive, The Roxxy and Deringer's Public Parlor 314-316 Main Street, Class C liquor & outdoor service - renewal.
  - e) Hillstreet News & Tobacco, 2217 College Street, Class E liquor - renewal.
  - f) Chad's Pizza & Restaurant, Birdsall Park Softball Complex, Class B beer & outdoor service - 6-month permit.
  - g) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – 8-month permit with exceptions. (see attached)
  - h) Scoopskis, 1828 Waterloo Road, Class B beer & outdoor service - new with exceptions. (see attached)
  - i) Ari'z, 6301 University Avenue, Class C liquor - new.

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

10. Resolution levying a final assessment for costs incurred by the City to clean up the property located at 2520 Central Avenue.
11. Resolution approving and authorizing execution of a Service/Products Agreement with the University of Northern Iowa (UNI GeoTREE Center) for 360° imagery and virtual tour of Cedar Falls landmarks.
12. Resolution approving the Certificate of Completion and accepting the work of Invision Architecture for design services relative to the Public Safety Facility.
13. Resolution approving the Certificate of Completion and accepting the work of Peters Construction Corporation for the Public Safety Facility.
14. Resolution approving the final plat of Pheasant Hollow Seventh Addition.
15. Resolution approving and accepting the contract and bond of K. Cunningham Construction Company, Inc. for the Downtown Streetscape and Reconstruction Project - Phase II.
16. Resolution of support for a grant application to the Black Hawk County Gaming Association relative to the Cedar River Recreation Project.

- [17.](#) Resolution approving and authorizing execution of a Subrogation Agreement with Iowa Economic Development Authority (IEDA) relative to Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.
- [18.](#) Resolution approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Cedar Falls School District for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.
- [19.](#) Resolution approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Ethnic Minorities of Burma Advocacy and Resource Center (EMBARC) for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.
- [20.](#) Resolution approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Exceptional Persons, Inc. for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.
- [21.](#) Resolution setting April 5, 2021 as the date of public hearing on a proposal to enter into an Agreement for Private Development with Stone and Terrace, L.L.C. relative to the rehabilitation of 108 East 4th Street.

#### **Allow Bills and Claims**

- [22.](#) Allow Bills and Claims of March 15, 2021.

#### **City Council Referrals**

#### **City Council Updates**

#### **Staff Updates**

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, MARCH 1, 2021  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Miller, Kruse (via video conference at 7:01 P.M.), Harding, Darrah (via video conference), Sires, Dunn. Absent: deBuhr.

- 53227 - It was moved by Harding and seconded by Miller that the minutes of the Regular Meeting of February 15, 2021 be approved as presented and ordered of record. Motion carried unanimously. (Councilmember Kruse now present via video conference.)
- 53228 - The Mayor then asked if there were any agenda revisions. City Clerk Danielsen noted that agenda item 15 relating to the Council Work Session minutes would be corrected to reflect "Councilmember Dunn asked if there is a preference that you need to work or live in Cedar Falls and Mayor Green confirmed that is the preference."
- 53229 - Dr. Mark Nook, University of Northern Iowa President, 2501 College Street, spoke in support of extending the face mask mandate and requested the extension through June 4, 2021 or May 10, 2021.
- Jim Skaine, 2215 Clay Street, expressed his belief that the City Council agenda does not comply with Robert's Rules of Order.
- 53230 - Mayor Green read proclamations declaring March 2, 2021 as *Read Across America Day* (Library Director Stern commented), and March 8, 2021 as *International Women's Day*.
- 53231 - Mayor announced that in accordance with the public notice of February 19, 2021, this was the time and place for a public hearing on the proposed lease agreement with the Cedar Falls Municipal Band relative to the Overman Park Band Shell. It was then moved by Miller and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53232 - The Mayor then asked if there were any written communications filed to the proposed agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck provided a brief summary of the proposed lease agreement. There being no one else present wishing to speak about the proposed lease agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 53233 - It was moved by Harding and seconded by Miller that Resolution #22,271,

approving and authorizing execution of a Lease Agreement with the Cedar Falls Municipal Band relative to the Overman Park Band Shell, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,271 duly passed and adopted.

- 53234 - Mayor announced that in accordance with the public notice of February 19, 2021, this was the time and place for a public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to adaptive re-use of institutional buildings. It was then moved by Harding and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53235 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner I Sevy provided a brief summary of the proposed amendments. There being no one else present wishing to speak about the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 53236 - It was moved by Miller and seconded by Darrah that Ordinance #2987, amending Chapter 26, Zoning, of the Code of Ordinances relative to adaptive re-use of institutional buildings, be passed upon its first consideration. Following comments by Councilmembers Dunn, Sires, Miller and Harding, and responses by Planner I Sevy, Planning and Community Services Manager Howard and Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Dunn. Nay: Sires. Motion carried.
- 53237 - It was moved by Harding and seconded by Miller that Ordinance #2984, amending Chapter 6, Animals, of the Code of Ordinances relative to permitting poultry in residential areas, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Dunn. Nay: Sires. Motion carried. The Mayor then declared Ordinance #2984 duly passed and adopted.
- 53238 - It was moved by Miller and seconded by Harding that Ordinance #2985, amending Chapter 6, Animals, of the Code of Ordinances relative to establishing regulations for rear yard poultry in residential areas, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Dunn. Nay: Sires. Motion carried. The Mayor then declared Ordinance #2985 duly passed and adopted.
- 53239 - It was moved by Harding and seconded by Kruse that Ordinance #2983, amending Chapter 15, Nuisances, of the Code of Ordinances relative to keeping

poultry in residential areas, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Dunn. Nay: Sires. Motion carried. The Mayor then declared Ordinance #2983 duly passed and adopted.

- 53240 - It was moved by Darrah and seconded by Miller that Resolution #22,272, extending the face mask mandate for the City of Cedar Falls, be adopted. It was then moved by Dunn and seconded by Darrah to amend the motion to extend the date through June 4, 2021. Following comments by Councilmembers Harding and Kruse, the motion to amend failed 2-4, with Miller, Kruse, Harding and Sires voting Nay. Following comments and questions by Councilmember Dunn, T.J. Frein, 1319 Austin Way, Rick Sharp, 1623 Birch Street, Andrew Morse, 1621 Franklin Street, and Dr. Mark Nook, University of Northern Iowa President, and a response by City Attorney Rogers, the Mayor put the question on the original motion, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Harding, Darrah, Dunn. Nay: Kruse, Sires. Motion carried. The Mayor then declared Resolution #22,272 duly passed and adopted.
  
- 53241 - It was moved by Harding and seconded by Miller that Resolution #22,273, authorizing city staff to approve or deny the application of Cedar Basin Music Festival for a Public Event Permit for June 25-27, 2021, pursuant to provisions of the Code of Ordinances, be adopted. Following questions by Councilmembers Miller, Sires, Kruse and Harding, and responses by City Administrator Gaines, Mayor Green and City Attorney Rogers, it was moved by Harding and seconded by Sires to amend the motion to “approve the application.” Following questions and comments by Rick Sharp, 1623 Birch Street and Bob Seymour, 2710 Country Meadow Lane, and Councilmembers Harding and Dunn, the motion to amend carried 5-1, with Dunn voting Nay. Following questions and comments by Councilmembers Miller and Kruse, T.J. Frein, 1319 Austin Way, Rick Sharp, 1623 Birch Street, and Bob Seymour, 2710 Country Meadow Lane, and responses by Finance & Business Operations Director Rodenbeck and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,273 duly passed and adopted.
  
- 53242- Following a comment by Mayor Green and consensus among Councilmembers to use the same language as Resolution #22,273 to approve the application, it was moved by Harding and seconded by Miller that Resolution #22,274, approving the application of Live-to-9 for a Public Event Permit for June 25-26, 2021, pursuant to provisions of the Code of Ordinances, be adopted. Following questions and comments by Councilmembers Kruse, Sires, Dunn, Miller, Harding and Darrah, Rick Sharp, 1623 Birch Street, T.J. Frein, 1319 Austin Way, Bob Seymour, 2710 Country Meadow Lane, Kyle Henderson, 1008 Erik Road, and Kim Bear, Executive Director of Community Main Street, and a response by Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution

#22,274 duly passed and adopted.

53243 - It was moved by Miller and seconded by Harding that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file Mayor's Monthly Report for February 2021.

Receive and file a communication from the Mayor relative to establishing the Cedar Falls Racial Equity Task Force.

Receive and file the following resignations of members from Boards and Commissions:

- a) Mary-Sue Bartlett, Art & Culture Board
- b) Barbara Weeg, Board of Adjustment

Receive and file the Work Session minutes of the February 15, 2021 relative to the following item:

- a) Joint Work Session with Human Rights Commission to discuss future roles, responsibilities and City Council expectations for the Human Rights Commission.

Receive and file the Committee of the Whole minutes of February 15, 2021 relative to the following item:

- a) Request to extend suspension of paid parking in municipal lots.

Receive and file Departmental Monthly Reports of January, 2021.

Approve the following applications for beer permits and liquor licenses:

- a) Pheasant Ridge Golf Course, 3205 West 12th Street, Class B beer & outdoor service - renewal.
- b) College Square Cinema, 6301 University Avenue, Special Class C liquor – change in ownership.
- c) Texas Roadhouse, 5715 University Avenue, Class C liquor – change in ownership.

Motion carried unanimously.

53244 - It was moved by Harding and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,275, levying a final assessment for costs incurred by the City to mow the property located at 234 Clark Drive.

Resolution #22,276, levying a final assessment for costs incurred by the City to mow the property located at 821 Madison Street.

Resolution #22,277, levying a final assessment for costs incurred by the City to mow the property located at 2303 Washington Street.

Resolution #22,278, extending the suspension of paid parking in municipal parking lots in the City of Cedar Falls.

Resolution #22,279, approving an amendment to the Deed of Dedication for McMahill First Addition, and ratifying and confirming approval of the final plat of McMahill First Addition.

Resolution #22,280, approving and authorizing execution of an Agreement with Emergent Architecture for design services relative to the City Hall Remodel Project.

Resolution #22,281, approving and authorizing execution of a Community Housing Development Organization (CHDO) Agreement with the City of Waterloo and Iowa Heartland Habitat for Humanity for the use of FY2021 Federal HOME Funds towards construction, acquisition and rehabilitation projects.

Resolution #22,282, approving a Central Business District (CBD) Overlay Zoning District site plan for construction of a restaurant and outdoor patio at 108 East 4th Street.

Resolution #22,283, approving an S-1 Shopping Center District site plan for a build-out and facade improvements at 6607 University Avenue.

Resolution #22,284, receiving and filing the bids, and approving and accepting the low bid of Municipal Pipe Tool Company, LLC, in the amount of \$198,189.80, for the 2021 Sanitary Sewer Rehabilitation Project.

Resolution #22,285, receiving and filing the bids, and approving and accepting the low bid of K. Cunningham Construction Company, Inc., in the amount of \$2,329,948.23, for the Downtown Streetscape and Reconstruction Project - Phase II.

Resolution #22,286, approving the Certificate of Completion and accepting the work of Feldman Concrete for the 2020 Sidewalk Assessment Project - Zone 3.

Resolution #22,287, approving the Final Statement of Expenditures for the 2020 Sidewalk Assessment Project - Zone 3.

Resolution #22,288, approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with Terracon Consultants, Inc. to develop a work plan and site monitoring report relative to an Iowa Department of Natural Resources (DNR) Tier 2 Report, in conjunction with the West 1st Street Reconstruction Project.

Resolution #22,289, approving and authorizing execution of a Utilities Relocation and Easement Conveyance/Vacation Agreement with Qwest Corporation d/b/a CenturyLink QC relative to the Cedar Heights Drive Reconstruction Project.

Resolution #22,290, receiving and filing, and setting March 15, 2021 as the date of the public hearing, on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Street Construction Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted.

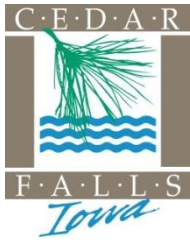


Aye: Miller, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,275 through #22,290 duly passed and adopted.

- 53245 - It was moved by Miller and seconded by Harding that a resolution approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for a remodel to double the numbers of bedrooms at 704-706 West 28th Street (P&Z recommended denial), be adopted. Following questions and comments by Councilmembers Harding, Kruse, Miller, Sires, Darrah and Dunn, and Wes Geisler (petitioner), 5373 South Hudson Road, and responses by Planning and Community Services Manager Howard, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Sires. Nay: Miller, Darrah, Dunn. Motion failed.
- 53246 - It was moved by Miller and seconded by Kruse that Resolution #22,291, approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for construction of a driveway with landscaping improvements at 704-706 West 28th Street, as recommended by city staff, be adopted. Following a question by Councilmember Harding and response by Planning and Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,291 duly passed and adopted.
- 53247 - It was moved by Kruse and seconded by Harding that the bills and claims of March 1, 2021 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.
- 53248 - It was moved by Harding and seconded by Miller that the meeting be adjourned at 9:10 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



**MAYOR ROBERT M. GREEN**

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



## MARCH FOR MEALS DAY

MARCH 22, 2021

**WHEREAS**, on March 22, 1972, the Older Americans Act of 1965 was amended to establish a national nutrition program for seniors 60 years and older; and

**WHEREAS**, the March for Meals campaign was established in March 2002 to recognize the importance of the Older Americans Act's nutrition programs through meals served in senior centers and meals delivered to homes of elders, and to raise awareness about the problems of senior hunger and isolation; and

**WHEREAS**, the Northeast Iowa Area Agency on Aging (NEI3A) is a nonprofit serving under the Older Americans Act to provide services to older Americans that help them age-in-place with dignity and independence; and

**WHEREAS**, the thousands of volunteers who deliver Meals on Wheels to homebound seniors here in Cedar Falls and beyond are the backbone of the program, and are worthy of recognition as they provide nutritious meals and compassionate contact to seniors and others who would otherwise risk daily hunger and isolation;

**NOW, THEREFORE**, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim March 22, 2021 as March For Meals Day in Cedar Falls and urge every citizen to honor our Meals on Wheels program, the seniors and caregivers they serve, and the volunteers who care for them to combat senior hunger and isolation and as well as to promote elder dignity and well-being.

Signed this 12<sup>th</sup> day of March, 2021.



Mayor Robert M. Green



## DEPARTMENT OF PUBLIC WORKS

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

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert Green and City Council

**FROM:** Ben Claypool, Civil Engineer II, PhD, EI

**DATE:** March 11, 2021

**SUBJECT:** 2021 Street Construction Project  
 Project No. RC-000-3227  
 Public Hearing

This project involves the construction of portions of fourteen (14) City streets totaling 2.63 miles.

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Type</u>
Brandilynn Blvd.	West Cul-de-sac	East 700 Feet	Reconstruction
McClain Dr.	Orchard Dr.	Maplewood Dr	Reconstruction
Olive St.	W 4 <sup>th</sup> St.	W 3 <sup>rd</sup> St.	Reconstruction
Washington St.	W 8 <sup>th</sup> St.	W 6 <sup>th</sup> St.	Reconstruction
Tremont St.	W 14 <sup>th</sup> St.	W 12 <sup>th</sup> St.	Restoration
Cadillac Dr.	Cedar Heights Dr.	Midway Dr.	Restoration
Garden Ave.	Loma St.	Pleasant Dr.	Restoration
Iowa St.	W 11 <sup>th</sup> St.	W 9 <sup>th</sup> St.	Restoration
Kaspand Pl.	South Cul-de-sac	Pheasant Dr.	Restoration
W 17 <sup>th</sup> St.	College St.	Walnut St.	Restoration
Lilac Ln.	Boulder Dr.	Carlton St.	Restoration
Calumett Dr.	Boulder Dr.	Lilac Ln.	Restoration
Pheasant Dr.	W Sandahlwood Cir.	1000' East	Restoration
Millenium Dr.	Huntington Rd.	Luke St.	Restoration

Work will include 15,770 SY removal and replacement of the existing pavement; 8,891 SY removal of HMA surfacing and milling; 5372 ton HMA overlays; 1,696 LF of PCC Curb and Gutter; subgrade preparation; 2,195 LF of various sized storm sewer; 23 new storm sewer intakes; 207 LF of sanitary sewer replacement; sanitary sewer services; 2,560 LF of 4" 6" and 8" water main relocation; 4,040 LF of subdrain installation; replacement of driveway approaches and pedestrian ramps. In addition, the project requires intake modifications, installation of signage and associated posts and striping.

The total estimated cost for the construction of this project is \$4,345,182.75. The project will be funded by Local Option Sales Tax, Street Construction Fund, GO 2020, Sanitary Sewer Rental Fund and Cedar Falls Utilities funding sources.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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

**2021 STREET CONSTRUCTION PROJECT****P.C.C. PAVING / SUBDRAINAGE****CITY PROJECT NO. RC - 000 - 3227****FINAL ESTIMATE OF COSTS****AND QUANTITIES****FEBRUARY 25, 2021**

Item 3.

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	2010-108-C-0	CLEARING AND GRUBBING	L.S.	\$3,500.00	1	\$3,500.00
2	2010-108-D-3	OFF-SITE TOPSOIL	C.Y.	\$20.00	1117	\$22,340.00
3	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	\$15.00	5488	\$82,320.00
4	2010-108-E-0	EXCAVATION, CLASS 12, BOULDERS	C.Y.	\$30.00	25	\$750.00
5	2010-108-F-0	BELOW GRADE EXCAVATION (CORE OUT)	C.Y.	\$9.00	520	\$4,680.00
6	2010-108-G-0	SUBGRADE PREPARATION	STA.	\$250.00	33	\$8,250.00
7	2010-108-H-0	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160	S.Y.	\$3.50	8707	\$30,474.50
8	2010-108-I-0	SUBBASE, MODIFIED, 6 IN.	S.Y.	\$10.00	2253	\$22,530.00
9	2010-108-I-0	SUBBASE, MODIFIED, 12 IN.	S.Y.	\$20.00	15568	\$311,360.00
10	3010-108-D-0	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	\$25.00	3210	\$80,250.00
11	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" TRUSS PIPE	L.F.	\$80.00	130	\$10,400.00
12	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, 12" TRUSS PIPE	L.F.	\$100.00	72	\$7,200.00
13	4010-108-E-0	SANITARY SEWER SERVICE STUB, 4" SDR 23.5	L.F.	\$100.00	5	\$500.00
14	4010-108-H-1	REMOVAL SANITARY SEWER	L.F.	\$5.00	202	\$1,010.00
15	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. HDPE	L.F.	\$60.00	1106	\$66,360.00
16	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. RCP, 2000D	L.F.	\$65.00	276	\$17,940.00
17	4020-108-A-1	STORM SEWER, TRENCHED, 18 IN. HDPE	L.F.	\$70.00	175	\$12,250.00
18	4020-108-A-1	STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	\$75.00	289	\$21,675.00
19	4020-108-A-1	STORM SEWER, TRENCHED, 24 IN. R.C.P. 2000D	L.F.	\$80.00	28	\$2,240.00
20	4020-108-A-1	STORM SEWER, TRENCHED, 30 IN. HDPE	L.F.	\$100.00	78	\$7,800.00
21	4020-108-A-1	STORM SEWER, TRENCHED, 36 IN. HDPE	L.F.	\$120.00	243	\$29,160.00
22	4020-211	SPECIAL PIPE CONNECTIONS, SW-211	EACH	\$500.00	2	\$1,000.00
23	4020-108-D-1	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	\$15.00	4796	\$71,940.00
24	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN.	L.F.	\$12.00	4040	\$48,480.00
25	4040-108-D-0	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	\$400.00	22	\$8,800.00
26	4040-108-D-0	SUBDRAIN, SUMP PUMP TAP	EACH	\$400.00	45	\$18,000.00
27	4040-108-A-0	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	\$25.00	40	\$1,000.00
28	5010-108-A-1	WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	\$60.00	60	\$3,600.00
29	5010-108-A-1	WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	\$65.00	40	\$2,600.00
30	5010-108-A-1	WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	\$70.00	2460	\$172,200.00
31	5010-108-C-2	FITTINGS, DUCTILE IRON	LBS.	\$15.00	5200	\$78,000.00
32	5010-108-D-0	SERVICE SHORTSIDE, 3/4"	EACH	\$1,250.00	22	\$27,500.00
33	5010-108-D-0	SERVICE, LONGSIDE, 3/4"	EACH	\$2,600.00	13	\$33,800.00
34	5010-108-D-0	SERVICE, SHORTSIDE, 2"	EACH	\$2,500.00	1	\$2,500.00
35	5010-108-D-0	SERVICE, LONGSIDE, 2"	EACH	\$3,000.00	1	\$3,000.00
36	5010-XX-1	MECHANICAL JOINT RESTRAINT, 4"	EACH	\$125.00	12	\$1,500.00
37	5010-XX-1	MECHANICAL JOINT RESTRAINT, 6"	EACH	\$150.00	12	\$1,800.00
38	5010-XX-1	MECHANICAL JOINT RESTRAINT, 8"	EACH	\$175.00	24	\$4,200.00
39	5010-XX-2	JOINT RESTRAINT GASKET, 6"	EACH	\$225.00	4	\$900.00
40	5010-XX-2	JOINT RESTRAINT GASKET, 8"	EACH	\$250.00	37	\$9,250.00
41	5010-XX-3	8" NITRILE GASKETS	EACH	\$175.00	66	\$11,550.00
42	5020-108-A-0	VALVE, 8" MJ GATE W/ BOX	EACH	\$2,200.00	15	\$33,000.00
43	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EACH	\$5,000.00	6	\$30,000.00
44	5020-108-E-0	VALVE BOX ADJUSTMENT	EACH	\$500.00	1	\$500.00
45	6010-108-A-0	MANHOLE, STORM SEWER, SW-401, 48" DIA.	EACH	\$4,000.00	3	\$12,000.00
46	6010-108-A-0	MANHOLE, STORM SEWER, SW-401, 60" DIA.	EACH	\$4,500.00	1	\$4,500.00
47	6010-108-A-0	MANHOLE, SANITARY SEWER, SW-301, 48" DIA.	EACH	\$6,000.00	2	\$12,000.00
48	6010-108-B-0	INTAKE, SW-507	EACH	\$5,600.00	1	\$5,600.00
49	6010-108-B-0	INTAKE, SW-508	EACH	\$6,500.00	1	\$6,500.00
50	6010-108-B-0	INTAKE, SW-510	EACH	\$10,000.00	1	\$10,000.00
51	6010-108-B-0	INTAKE, TYPE D	EACH	\$5,800.00	19	\$110,200.00
52	6010-108-B-0	INTAKE, TYPE C TOP & INSERT	EACH	\$3,200.00	5	\$16,000.00
53	6010-108-B-0	INTAKE, SINGLE FLAT INSERT	EACH	\$2,200.00	2	\$4,400.00
54	6010-108-B-0	INTAKE, DOUBLE FLAT INSERT	EACH	\$3,200.00	1	\$3,200.00
55	6010-108-B-0	INTAKE, TYPE B INSERT	EACH	\$2,000.00	5	\$10,000.00
56	6010-108-B-0	INTAKE, TYPE D INSERT	EACH	\$2,600.00	9	\$23,400.00
57	6010-108-B-0	INTAKE, RA-3 TOP & INSERT	EACH	\$3,200.00	2	\$6,400.00
58	6010-108-B-0	INTAKE, RA-5 TOP & INSERT	EACH	\$3,700.00	8	\$29,600.00
59	6010-108-E-0	MANHOLE, ADJUSTMENT, MINOR	EACH	\$1,500.00	35	\$52,500.00
60	6010-108-F-0	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	\$2,500.00	14	\$35,000.00
61	6010-108-H-0	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	\$1,000.00	46	\$46,000.00
62	6010-108-H-0	REMOVAL OF SANITARY MANHOLES	EACH	\$1,500.00	2	\$3,000.00
63	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	\$50.00	10613	\$530,650.00
64	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 9 IN., CLASS "C"	S.Y.	\$65.00	5178	\$336,570.00
65	7010-108-E-0	CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III	L.F.	\$50.00	515	\$25,750.00
66	7010-108-E-0	CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III	L.F.	\$25.00	1105	\$27,625.00
67	7010-108-E-0	CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III	L.F.	\$60.00	76	\$4,560.00
68	7010-XX-1	3000 LB, PCC MIX	C.Y.	\$520.00	7	\$3,640.00
69	7020-108-A-0	HMA, (ST), SURF., 1/2", PG58-28S	TON	\$120.00	2686	\$322,320.00
70	7020-108-A-0	HMA, (ST), BASE, 3/4", PG58-28S	TON	\$120.00	2686	\$322,320.00
71	7030-108-A-0	REMOVAL OF DRIVEWAY	S.Y.	\$9.00	769	\$6,921.00
72	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$9.00	1131	\$10,179.00
73	7030-108-E-0	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	\$45.00	1122	\$50,490.00
74	7030-108-E-0	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	\$60.00	281	\$16,860.00
75	7030-108-G-0	DETECTABLE WARNINGS	S.F.	\$50.00	482	\$24,100.00
76	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	\$50.00	644	\$32,200.00
77	7030-108-H-2	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	\$35.00	310	\$10,850.00
78	7040-108-A-0	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	\$300.00	34	\$10,200.00
79	7040-108-C-0	PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-28S	TONS	\$200.00	20	\$4,000.00
80	7040-108-G-0	MILLING	S.Y.	\$37.75	4674	\$176,443.50
81	7040-108-H-0	PAVEMENT REMOVAL, PCC	S.Y.	\$7.00	15770	\$110,390.00
82	7040-108-H-0	PAVEMENT REMOVAL, ACC	S.Y.	\$7.00	8891	\$62,237.00
83	7040-108-I-0	CURB AND GUTTER REMOVAL	L.F.	\$12.00	1619	\$19,428.00
84	8010	REMOVAL OF TRAFFIC SIGNALIZATION	LS	\$10,000.00	1	\$10,000.00
85	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	\$45.00	44	\$1,980.00
86	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EACH	\$75.00	18	\$1,350.00
87	8020	STOP SIGN(BLINKERSTOP) FLASHING WITH SOLAR LED	EACH	\$3,000.00	3	\$9,000.00
88	8020-XX-1	STREET SIGNS (SIGNS, POST, & RECIEVER)	EACH	\$500.00	43	\$21,500.00
89	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$50,000.00	1	\$50,000.00
90	9010-108-B-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$0.85	6715	\$5,707.75
91	9020-108-A-0	SOD	S.F.	\$1.00	53466	\$53,466.00
92	9040-108-A-2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	\$20,000.00	1	\$20,000.00
93	9040-108-D-1A	WATTLES, 9IN STRAW	L.F.	\$4.00	7008	\$28,032.00
94	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	\$0.50	7008	\$3,504.00
95	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EACH	\$150.00	85	\$12,750.00
96	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	\$50.00	85	\$4,250.00
97	11020-108-A-0	MOBILIZATION	L.S.	\$300,000.00	1	\$300,000.00
98	11030-XX-1	MAILBOXES, RELOCATE & REINSTALL (PER POST)	EACH	\$500.00	25	\$12,500.00
99	11050-108-A-0	CONCRETE WASHOUT	LS	\$5,000.00	1	\$5,000.00
				<b>TOTAL STREET RECONSTRUCTION</b>		<b>\$3,895,112.75</b>
				<b>TOTAL SANITARY WORK</b>		<b>\$34,100.00</b>
				<b>TOTAL WATER MAIN REPLACEMENT</b>		<b>\$415,900.00</b>
				<b>TOTAL PROJECT ESTIMATE</b>		<b>\$4,345,182.75</b>

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
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 Cedar Falls, Iowa 50613  
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### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M Green and City Council

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

**DATE:** February 25, 2020

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

#### INTRODUCTION

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

#### STATEMENT OF THE PROBLEM

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

#### DISCUSSION OF SOLUTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXAMPLES FROM OTHER CITIES

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

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

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

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

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



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

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

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

**STAFF RECOMMENDATION**

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

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

**PLANNING & ZONING COMMISSION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Board agreed that this is a good amendment.

Attachments: Proposed Ordinance

**ORDINANCE NO. 2987**

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

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

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

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

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

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

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

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

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

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

Sec. 26-140. Conditional uses

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

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



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

INTRODUCED: \_\_\_\_\_ March 1, 2021 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ March 1, 2021 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
***Engineering Division***

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Chase Schrage, Director of Public Works

**DATE:** March 9, 2021

**SUBJECT:** 2021-2022 Sturgis Falls Agreement

City staff has been working with Jay Stoddard and the Sturgis Falls Board over the last few months to update their current agreement with the City. The current agreement was in place for one(1) year and expired on March 2 , 2021. The Sturgis Falls Board has been agreeable to renew the contract with the City for the period of two (2) years.

The changes implemented in the previous agreement (2020) were intended to address the title changes and reorganization of the City. The attached two(2) year agreement outlines the specific areas in the parks that will be used by the Sturgis Falls Celebration; these include Island Park, Overman Park, Tourist Park, Gateway Park, Police Officer's Memorial Park, and a portion of Sturgis Park. The celebration is held the last weekend in June of each year. This agreement will run for two(2) years beginning March 3, 2021 and ending March 2, 2023.

I have attached the Sturgis Falls proposed agreement for review and consideration. City Staff has reviewed the agreement and is recommending approval.

xc: Jennifer Rodenbeck, Director of Finance and Business Operations

## STURGIS FALLS CELEBRATION AGREEMENT FOR USE OF CITY PARKS AND SERVICES

This Agreement, executed in duplicate, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Cedar Falls, Iowa (hereafter called "CITY,") and Sturgis Falls Celebration, Inc., an Iowa non-profit corporation, (hereafter called "SFC").

WHEREAS, SFC is engaged in providing a variety of events, activities, and entertainment in Cedar Falls, Iowa, called the Sturgis Falls Celebration (hereafter called the "Celebration"), during the last Thursday, Friday, Saturday and Sunday of June (hereinafter the "Celebration Weekend") each year, requiring the use of various City Parks, public properties, and public services, and the CITY and SFC desire to identify and establish the various responsibilities of SFC and the CITY, and the terms and conditions under which the Celebration shall take place each year, and

WHEREAS, the public interest and welfare will be served by identifying the responsibilities of both parties.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. SFC will have exclusive use of the following CITY parks during the Celebration Weekend for each year of this agreement: Island Park, Overman Park, Tourist Park, Gateway Park, Police Officer's Memorial Park, and the portion of Sturgis Park located south of the railroad tracks. This includes the park shelters, the Island Park Beach House, together with the grounds located inside of the fence (if present), the Gateway Celebration Shelter and the Overman Park Bandshell, all for the Celebration Weekend.
2. SFC shall have exclusive use of these parks and their respective facilities and structures with the exception of the following: Bennington Little Red Schoolhouse, Behrens-Rapp Gas Station, and the boat docks owned by the North Shore Boat Club.
3. SFC may begin setting up facilities and fencing on Thursday, a week prior to the Celebration Weekend, in Overman Park, Police Officers Memorial and portions of Sturgis Park with the prior approval of the Director of Public Works, which approval shall not be unreasonably withheld. SFC may begin setting up trailers in Gateway Park thirty (30) days prior to Celebration Weekend and fencing fourteen (14) days prior to Celebration Weekend, with the prior approval of the Director of Public Works, which approval shall not be unreasonably withheld. The carnival in Gateway Park may begin setting up facilities and equipment on the Monday prior to the Celebration Weekend. All street closures shall be cleaned up and open to traffic by 5:00pm on Monday following the Celebration Weekend. All equipment, vehicles, structures, and other property, must be removed from the Gateway Park, Overman Park, Police Officer Memorial, and portions of Sturgis Parks within fourteen (14) days following the Celebration Weekend unless an extension is approved by the

Director of Public Works, which approval shall not be unreasonably withheld. If all such removal has not been completed by the stated deadline, or by the deadline as extended, the CITY will remove or cause to be removed any of the above aforementioned items still remaining, including, but not limited to; equipment, vehicles and structures, and assess the cost thereof to SFC, to be paid by SFC to the City or to the City's designee within thirty (30) days of the date of billing. SFC shall return all items borrowed from all City Parks and Shelters no later than 9:00 pm on the Tuesday following the event.

3A. Previous Agreement Superseded. SFC and CITY acknowledge that a similar agreement between CITY and SFC entered into on the 3rd day of March, 2020, for a term of one (1) year, commencing March 3, 2020 and ending March 2, 2021, is hereby cancelled, and is superseded by and replaced with this Agreement.

3B. The privileges granted to SFC as described in this Agreement are subject to a full and timely performance by SFC of all of its obligations to CITY pursuant to the loan agreement dated as of the 4<sup>th</sup> day of August, 2014, entered into by and between the CITY and SFC (hereinafter the "Loan Agreement"), which provided for a loan in the amount of \$100,000.00 made by CITY to SFC. The obligations of SFC under the Loan Agreement shall include, but shall not be limited to, full and prompt payment by SFC to CITY of all principal and interest payments that are provided for in the Loan Agreement, and in the accompanying promissory note in the amount of \$100,000.00, dated the 4<sup>th</sup> day of August, 2014 (hereinafter the "Promissory Note"), which was signed by SFC, and all obligations of SFC pursuant to the security agreement signed by SFC pursuant to the Loan Agreement (hereinafter the "Security Agreement"). Any failure by SFC to fully and timely comply with all of the terms and conditions of the Loan Agreement, the Promissory Note, or the Security Agreement shall constitute a default not only under the Loan Agreement, the Promissory Note, and the Security Agreement, but shall also constitute a default under this Agreement. Upon the occurrence of any default under the Loan Agreement, the Promissory Note, the Security Agreement, or any of the terms and conditions of this Agreement, CITY shall send a written notice of default to SFC, which identifies each and every event of default under any of the foregoing documents. SFC shall have a period of ten (10) days from the date of the CITY's notice of default within which to fully and completely cure each and every such default, unless any such default is of a type which cannot be reasonably be cured within said ten (10) day period, in which case SFC shall have a reasonable amount of time to cure any such default that is not of a type that can be cured within the ten (10) day period. In the event SFC shall fail to timely cure any of such defaults, then the CITY, in its sole and absolute discretion, may declare this Agreement terminated, by sending notice thereof to SFC, whereupon all rights of SFC under this Agreement shall automatically be cancelled, rescinded, and voided.

4. The CITY grants SFC the privileges included in this agreement, subject to performance by SFC of its obligations as provided herein, for a period of two (2)

years, beginning March 3, 2021, and ending March 2, 2023, which includes the following rights and privileges:

- A. The use of City parks and facilities as described in paragraphs 1 and 2 of this Agreement.
  - B. The use of other public property and the streets of the City for Celebration activities only by prior written approval of the Police Chief, in the sole discretion of the Police Chief. Barricades shall be provided by SFC.
  - C. The use of City dumpsters located in the City parks and facilities described in paragraphs 1 and 2, with all trash to be removed by CITY Staff, and with all overtime costs incurred by and tipping fees charged to the CITY to be reimbursed to the CITY by SFC. All arrangements for garbage removal must be approved in advance by the Director of Public Works, which approval shall not be unreasonably withheld. SFC may contract refuse removal with a reputable private contractor reasonably acceptable to the CITY, at SFC's sole cost and expense.
  - D. SFC has the right to charge and collect such vendor, advertisement and sponsorship fees as are reasonably necessary to support the cost of the Celebration Weekend, subject, however, to the provisions of paragraph 5 of this Agreement.
  - E. The CITY agrees not to issue any beer or wine permits or liquor control licenses to any other groups or individuals for the parks or public properties specified in paragraphs 1 and 2 of this Agreement during the Celebration Weekend.
5. CITY and SFC acknowledge that a key component of the concept of the Sturgis Falls Celebration is that it is a community-wide event that is free and open to the members of the general public without admission charge. CITY and SFC agree to cooperate with the goal of keeping the Celebration Weekend open to all members of the general public at no charge, for as long as that is possible. CITY agrees to allow SFC to use the CITY's public parks, grounds, and other public areas and facilities without charge as provided in this Agreement, for as long as SFC does not to impose any charge upon members of the general public for admission to the events of the Celebration Weekend. The term, "admission charge," as used in this Agreement, shall not include charges for purchase of food, drink, or other items that are offered for sale to members of the general public by SFC, or any vendors operating with the approval of SFC, and which do not constitute a charge for admission to the events of the Celebration Weekend. In the event SFC, at any time during the term of this Agreement, is required, or elects, for financial or other reasons, to impose an admission charge to members of the general public to attend the events of the Celebration Weekend, then CITY reserves the right to impose a charge upon SFC for the use of CITY's public parks and grounds, which fee shall be in such amount as shall be mutually agreeable by and between SFC and

CITY or, if no such charge can be mutually agreed upon, then CITY reserves the right to terminate this Agreement upon advance written notice to be given to SFC no less than nine (9) months prior to the next Celebration Weekend.

6. The duties of the SFC include:

A. Clean-up of all trash, debris, and garbage in all streets, parks, and public properties of the CITY that are used for the Celebration Weekend. Trash, garbage, and debris removal shall be at the expense of SFC and shall be completed daily throughout the Celebration Weekend. Cleaning of all areas will begin Monday morning following the Celebration Weekend, and all areas will be cleaned by no later than the Wednesday evening following the Celebration Weekend. Should flooding or storms be present that impact how quickly clean-up can occur, the deadlines for clean-up may be extended with the approval of the Director of ,Public Works which approval shall not be unreasonably withheld. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

B. Alcoholic Beverage Sales:

1) SFC must obtain at its cost all appropriate beer and wine permits and liquor control licenses if alcoholic beverages are served by SFC during the Celebration Weekend.

2) No alcoholic beverage tickets shall be sold after 11:30 p.m. on Thursday of Celebration Weekend, and no alcoholic beverage tickets can be sold before 11:30 a.m. or after 11:30 p.m. on Friday and Saturday of Celebration Weekend, and no alcoholic beverage tickets shall be sold before 11:30 a.m. or after 9:30 p.m. on Sunday of the Celebration Weekend.

3) No alcoholic beverages shall be served or poured before 4:00 p.m. or after 12:00 a.m. on Thursday of Celebration Weekend, and no alcoholic beverages shall be served or poured before 11:30 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday of Celebration Weekend, and no alcoholic beverages shall be served or poured before 11:30 a.m. or after 10:00 p.m. on Sunday of the Celebration Weekend.

4) SFC shall be responsible to identify and not serve alcoholic beverages to any person who is intoxicated, or who is under the legal age to consume alcoholic beverages, anywhere in the parks and facilities of the CITY described in this Agreement that alcoholic beverages are served by or under the authority of SFC during the Celebration Weekend.

5) SFC shall be responsible for enforcing SFC's policy prohibiting the "carry-in" of any beer, wine or other alcoholic beverages into the parks and public properties of the City described in this Agreement anywhere in such parks and facilities of the CITY that alcoholic beverages are served by or under the authority of SFC during the Celebration Weekend.

C. SFC shall be responsible for installing and maintaining adequate temporary fencing to control access into Gateway and Police Officer's Memorial Park. The location of fencing shall receive prior approval from the Director of Public Works and the Police Chief, in his or her sole discretion.

D. SFC is responsible for obtaining underground utility locates at SFC's cost, any time a post, stake, or other object is put or installed in the ground on any CITY property. SFC shall be responsible for any damages resulting from digging and/or installing objects in to the ground anywhere within the City parks and facilities described in this Agreement, unless SFC installs objects in strict conformity with the information furnished to SFC in connection with the utility locates. If SFC's installation is in accordance with the information furnished in the utility locates, SFC shall not be responsible for any damages resulting therefrom.

E. SFC shall be responsible for restoring and repairing damages, (other than normal wear) to all parks, City facilities, and public property specified in this Agreement to the condition such facilities were in immediately prior to the commencement of the Celebration Weekend. If all such work has not been completed by the stated deadline, or the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

F. SFC shall reimburse the CITY for all refuse tipping fees and overtime staff costs incurred by the CITY related to refuse pick-up from the parks and facilities described in this Agreement arising out of Celebration Weekend. SFC may, at its sole cost, contract for refuse removal with a reputable private contractor with approval from the Director of Public Works which approval shall not be unreasonably withheld.

G. All security personnel, crowd control arrangements, and public safety decisions shall be subject to the approval of the Police Chief in his or her sole discretion. As long as the Cedar Falls Police Department (CFPD) is using the 6-3 work schedule, the utilization of "payback days" will continue to be utilized by the CFPD in order to minimize personnel costs to the SFC. If the Police Chief determines in his or her sole discretion that anticipated security needs for the Celebration Weekend require additional staff, and if this decision will result in overtime being paid if regulars from the CITY police force are utilized, SFC shall be permitted to hire outside security personnel reasonably acceptable to CITY's Police Chief, at SFC's cost to meet the additional staffing needs. In the event unanticipated security needs arise during Celebration Weekend which cannot be met by

SFC security personnel, SFC shall reimburse the CITY for up to 100% of any overtime pay expense incurred in the Parks and facilities described in paragraphs 1 and 2 of this Agreement. The CITY Police Chief shall coordinate scheduling to minimize any overtime impacts that may be necessary for the Celebration Weekend.

SFC will supplement the CFPD with adequate private security personnel reasonably acceptable to the CITY Police Chief, to ensure the safety of the participants. All security, crowd control, and safety issues shall be approved in advance by the Police Chief, in his or her sole discretion.

H. SFC shall obtain prior approval of the Director of Public Works, before any washable paint, tape, or chalk marking is done on street or public property. SFC is responsible for cleaning of any approved marking of public property within 30 days after the Celebration Weekend. The approval of the Director of Public Works, shall not be unreasonably withheld. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

I. SFC shall obtain permission from the Director of Public Works in conjunction with the Community Development Department for any temporary signage that is to be placed on public property, which approval shall not be unreasonably withheld. Any damage to CITY property caused by such temporary signage shall be repaired by SFC at its sole cost within thirty (30) days after the Celebration Weekend. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

J. SFC shall obtain prior permission from the Director of Public Works, for any permanent facilities or signage to be placed or removed from any parks or public property. Such approval shall be in the sole discretion of such Director. Any damage to CITY property caused by removal of such permanent facilities or signage shall be the responsibility of SFC, and shall be repaired by SFC at its sole cost within thirty (30) days after the Celebration Weekend. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

K. SFC shall give the CITY prior written notification of any major event changes by April 30 of each year of this Agreement.

L. The Celebration shall include the Firefighters' Dance held on the Friday night of the Celebration Weekend in the Beach House Shelter and Island Park or Police Officer's Memorial Park. The Firefighters' Local 1366 which hosts the dance, shall pay 15% of its validated gross sales on beer and wine cooler sales to SFC. Failure by the Firefighters' Local 1366 to pay said amount to SFC by July 15 immediately following the Celebration Weekend



shall be grounds for SFC to refuse to allow the Firefighters' Dance to be held during the following year's Celebration Weekend. If the SFC shows an overall profit for the Celebration Weekend, SFC agrees to donate to the CITY Fire Department an amount up to the 15% of gross sales from such dance that are paid to SFC. The expenditure of these monies shall be for equipment purchases for the City Fire Department. SFC shall be notified in advance of such equipment purchases for which these funds shall be expended.

M. A description of all planned events and entertainment shall be submitted to the Director of Public Works, for approval by no later than April 30 of each year of this Agreement. This includes locations and detailed descriptions of events and activities for the Celebration Weekend, which approval shall not be unreasonably withheld.

N. SFC shall be responsible to make arrangements to ensure appropriate emergency, first aid, and medical services are available. The emergency and medical services plan shall be submitted in advance to the Director of Public Works, for approval. Such approval shall be in the sole discretion of said Director. SFC shall pay the cost of all such services.

O. SFC shall be responsible to follow, and to require that all vendors follow, all Black Hawk County and State Health Department regulations related to food and beverage distribution, handling, and sale.

P. SFC shall be responsible for providing adequate sanitation facilities at the sole cost of SFC.

Q. SFC shall adhere strictly to all City, State and federal laws in connection with all events held under the authority of SFC during the Celebration Weekend. SFC shall be responsible to ensure that participation in all events sponsored by or held under the authority of the SFC during Celebration Weekend is open to all individuals and groups on an equal, non-discriminatory basis. However, SFC shall have the right to limit the number of, and to select the identity of, parade entries, and street fair and food vendors, in a manner consistent with SFC's published policies and guidelines, and in a manner consistent with the family-oriented theme of the Celebration Weekend. SFC shall also be entitled to select such entertainment at the appropriate venues of the Celebration Weekend which properly reflect that year's Celebration theme, and which also complements the appropriate taste and family-oriented element that the SFC Celebration Weekend seeks to foster. SFC shall not discriminate against any individual or group, in terms of participation in any of the Celebration Weekend events and activities, solely on the basis of the content or subject matter of the speech, expression or point of view that a particular individual or group holds or desires to communicate by its participation in such events or activities.

R. SFC shall obtain and retain Internal Revenue Code Section 501 (c) (3) tax-exempt status, and provide proof thereof to CITY from time to time upon request, which request shall be made no more frequently than annually.

S. SFC shall obtain insurance coverage which shall in all respects comply with current City of Cedar Falls Public Event Special Insurance Requirements, a copy of which is attached hereto, marked Exhibit "A," and by this reference incorporated herein. SFC shall provide certificates of such insurance to the CITY 14 days prior to the commencement of the Celebration Weekend. Those vendors serving alcoholic beverages shall comply with the provisions of Section 123.92 of the Code of Iowa and all regulations of the Alcoholic Beverage Division promulgated thereunder with a limit of no less than \$1,000,000 coverage per occurrence, and shall furnish proof of such coverage to the CITY.

T. SFC shall be responsible for installing and maintaining at its sole cost adequate temporary lighting with the prior approval of the Police Chief, which approval shall not be unreasonably withheld.

U. SFC shall obtain the prior written approval of the Director of Public Works, prior to implementing any insect/mosquito control program in or around any of the CITY parks or facilities described in this Agreement, for the Celebration Weekend. In addition to using EPA-approved products to be applied by a licensed professional company, proper signage shall be erected in advance of application in all such areas, and SFC shall cause such spraying to be applied in compliance with any and all County, State and federal regulations. The approval of such Director shall not be unreasonably withheld.

V. SFC has constructed a permanent stage on private property (parcel 8914-12-233-007) adjacent to Gateway Park (the "Stage Area"). SFC acknowledges that outside storage of certain items and materials is prohibited by the City Code of Ordinances.

7. The Police Chief may close down the Celebration activities at any time, if in his or her opinion, the health, safety, or welfare of the public may be in jeopardy. The decision of the Police Chief shall be made in his or her sole discretion.

8. If CITY parks or other public properties described in this Agreement are flooded or damaged by flooding or other natural disasters, the Director of Public Works, and Police Chief, shall determine if other public property and parks shall be used for the Celebration events and activities. This determination shall be in their sole discretion. Their decision shall be final.

9. Neither party may financially obligate the other. SFC agrees not to transfer or assign this Agreement or sublet its privileges under this Agreement, in whole or in part, without the prior written consent of the CITY, which consent may be withheld in the sole discretion of the CITY. Any transfer, assignment or subletting of this

Agreement without prior approval of the CITY shall cause an immediate termination of this Agreement.

10. This operating Agreement shall be reviewed in anticipation of negotiating and entering into a new Agreement on or before December 31, 2022.

11. SFC agrees to provide financial information in the form of IRS Form 990 and all supporting documentation, to the CITY, annually upon request. This form includes summary of income, expenditures, and financial balances. SFC also agrees to furnish to the CITY upon request, but no more frequently than annually, any information and documentation that may be requested by the CITY to reasonably determine SFC's compliance with the terms, conditions and provisions of this Agreement.

12. Indemnification. SFC agrees to indemnify, hold harmless and defend the CITY, and its officers, agents, employees and insurers, from any claim, demand or cause of action in any manner arising out of the events and activities conducted by or under the authority of SFC during each Celebration Weekend, including reasonable expenses and attorneys' fees, all on the terms set forth in paragraph (7), Hold Harmless/Indemnity Agreement, of City of Cedar Falls Insurance Requirements for Community Events, a copy of which is attached hereto, marked Exhibit "A."

13. The parties agree that by entering into this agreement SFC is deemed to have complied with the requirement to obtain a public event permit or a special event permit pursuant to Cedar Falls Code of Ordinances Sections 9-19, 9-20 and 17-210.

14. Any misunderstanding or concerns related to this agreement may be appealed to the City Council by SFC and CITY. The decision of the City Council shall be final and shall be made in the sole discretion of the City Council.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF CEDAR FALLS, IOWA

STURGIS FALLS CELEBRATION, INC.  
An Iowa non-profit corporation

By: \_\_\_\_\_  
Robert M. Green, Mayor

By: \_\_\_\_\_  
Jay Stoddard, President

By: \_\_\_\_\_  
Pete Downs, Vice President

ATTEST:

\_\_\_\_\_  
Jacque Danielson, MMC, City Clerk

\_\_\_\_\_ Date

\_\_\_\_\_ Date

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jay Stoddard, President, and Pete Downs, Vice President, of Sturgis Falls Celebration, Inc.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
in and for the State of Iowa

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Robert M. Green, Mayor, and Jacque Danielson, MMC, City Clerk, of the City of Cedar Falls, Iowa

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
in and for the State of Iowa

Greetings Mr. Mayor, City Council & Staff

I wanted to take the opportunity to talk about this year's Sturgis Falls Celebration weekend and to clarify some issues. The Sturgis Falls Board of Directors welcomes other organizations offering new and different entertainment to help make the weekend better. The only issue that our Board had was how these other organizations would contribute to the non-beer family events like the Parade. We wanted a set formula like a % vs a flat fee so that there would be a uniform & consistent way these groups would contribute and support family events. This was the main point of contention!

In keeping with its goal of not charging citizens admission, SFC needs to have family events sponsored so that they can operate successfully as they have for the past 45 years. Selling beer at Sturgis Falls is extremely easy? Putting on non-beer family events like the parade for free takes a herculean effort to pull off. Rose Miller is the Sturgis Falls Parade Director that pulls this off each year! Statements that the Council was being asked to pick winners and losers is just not accurate! We want the entire Sturgis Falls Celebration including family events to be the winner!

The Sturgis Falls Board of Directors would like for all groups to work together as a unit so that the SFC can continue to offer a free Celebration for all. A unified front serves SFC and the City the best.

Here are slides showing some of the highlights for this year's Celebration:

- 1) 2021 artwork by Kate Brennan-hall
- 2 & 3) Public safety....Gateway Park & Overman Park social distancing plans
- 4) 2<sup>nd</sup> Marine Aircraft Wing Band – Cherry Point North Carolina
- 5) Our headliners are: Pork Tornadoes, Arch Allies & Checker & the Bluetones  
We have 12 bands playing

I want to repeat that no one including myself is paid ....we are all volunteers! In closing let's all work together collectively to keep the Midwest's largest Free City Celebration going for another 45 years

Thank you!

# STURGIS FALLS CELEBRATION

Presented to Cedar Falls City Council  
March 15, 2021





**JUNE 25-27 2021**

[www.sturgisfalls.org](http://www.sturgisfalls.org)



# Gateway 2.0 Beer Garden









**Marine Band**





**STURGIS  
FALLS**  
CELEBRATION!  
CEDAR FALLS, IA







THE ULTIMATE 6 PACK OF ROCK FEATURING THE MUSIC OF

JOURNEY

Styx

BON JOVI

DEF LEPPARD

REO  
SPEEDWAGON

BOSTON





## Checker and the Bluetones



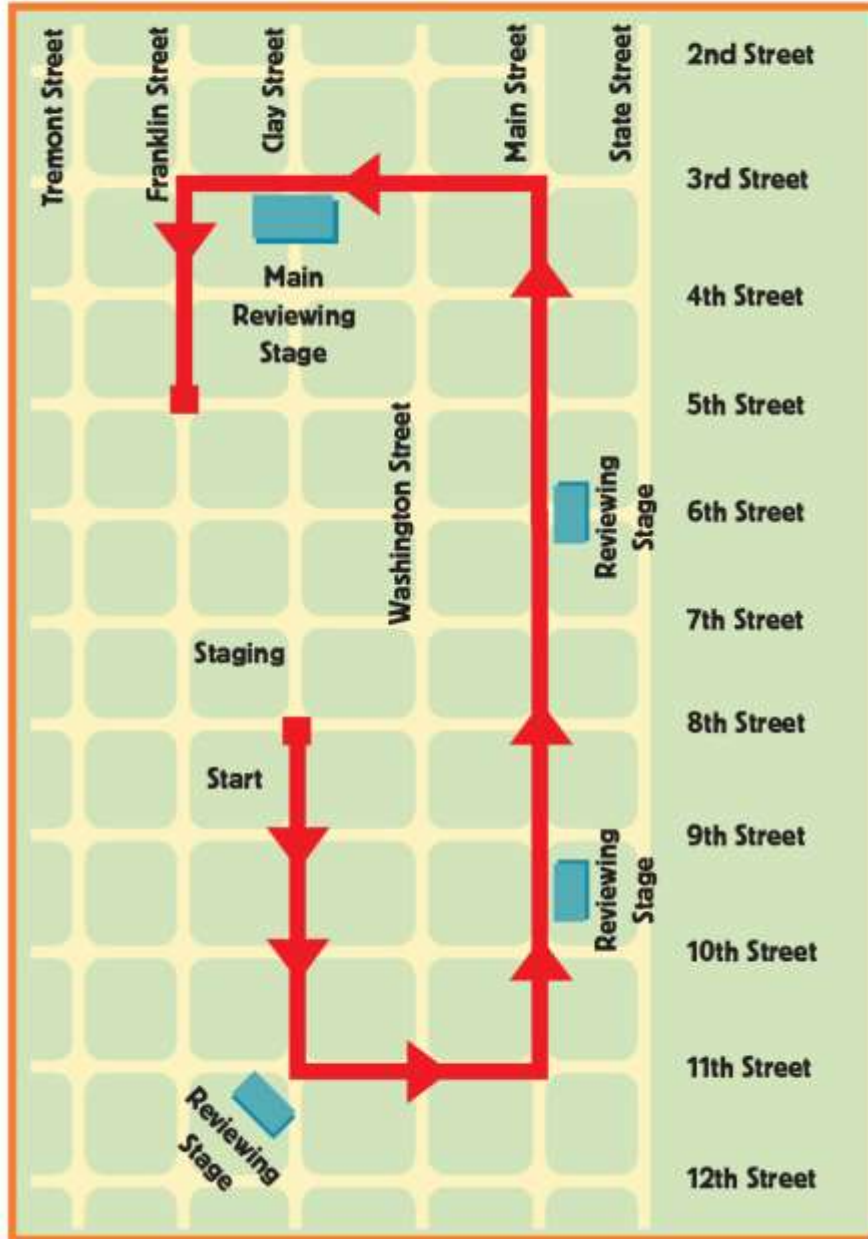






# Parade Route

Item 5.



























## CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

March 1, 2021

The City Council held a special work session at City Hall at 5:10 p.m. on March 1, 2021, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Absent: Susan deBuhr. Staff members attended from all City Departments. Members of the community attended the meeting and teleconferenced in.

Mayor Green introduced the only item on the agenda, Mayor & City Administrator roles.

Mayor Green indicated two handouts for tonight's meeting: Mayor duties/City Administration duties and located at Councilmembers' stations were the Code of Ordinances, Division 2-Mayor and Division 3-City Administrator.

Attorney Rogers referred to the outlined Mayor duties/City Administrator duties handout in the Work Session packet. The dark gray shaded sections are not being considered tonight for any changes since they are Iowa Code. The basic law in the area is that the Iowa Code prescribes certain duties and obligations on the part of the Mayor and those can't be changed; otherwise the Iowa Code says City Council is free to prescribe the duties and functions of its City officers including the Mayor and City Administrator as long as those duties do not conflict with the State law. We have presented only the duties of the Mayor as compared to the duties of the City Administrator. Depending on what Council decides it might necessitate some code changes in terms of Mayor and City Administrator duties, but regardless of the changes the Mayor would remain Chief Executive Officer (CEO) of the City and oversee all functions. Discussion will include current practices and not introduce wholesale changes. These reflect how Cedar Falls actually operates.

Mayor Green stated we are not looking to change the practices, but to clarify and make sure the code matches our practices.

Councilmember Harding suggested going over the list of Mayor/City Administrator duties. Mayor Green stated the CEO duty would be against State Code to change, so there will be no change to the title.

Mayor Green recommends changing conservator of peace, suppressing disorders, making arrests and issuing process for arrests to the Mayor shall be the CEO and it shall be his duty to enforce all regulations and ordinances. Mayor Green recommends removing section 2-187(a) entirely. Attorney Roger stated the practical application would be to get law enforcement involved; otherwise it's not much different from a citizen's arrest. Mayor is not a sworn law enforcement officer and Attorney Rogers agreed it doesn't make sense to leave it in the Mayor duties. Councilmember Sires stated Mayor Green should keep all his powers. Councilmember Miller would like to keep the CEO statement and remove the rest as Mayor Green recommended.

Councilmember Harding agrees with Councilmember Miller and would like to remove conservator of peace, make arrests and issue process for arrests. Councilmember

Dunn agrees with Miller and Harding on removal of those three items and stated Mayor is not giving up power since Mayor is still the CEO. Mayor Green stated his function is to make sure all the laws are enforced.

Mayor Green stated he should be the one to enforce all ordinances and resolutions and the role of the Mayor is to also provide recommendations, information, and ensure that City staff is giving that information to make policy. It's important to have the Council as the approver as how the government is going to operate. Councilmember Darrah thinks Mayor needs to ensure processes are happening.

Mayor Green referenced the section on, Represent City in all negotiations unless delegated. Mayor stated there's some overlap in these duties, but the City Administrator and Mayor have determined who signs which contracts, deeds, event permits, etc. Mayor referenced the section on: Prepare/submit budget and believes there could be some confusion on which portion the Mayor or City Administrator would do. Mayor Green asked Councilmembers what they would like to see the Mayor's involvement be. The City Administrator's role is to prepare and submit the annual budget and capital improvements program to the Mayor for review based upon approved City Council goals and implement the final budget as approved by the City Council. This is an overlap in the Mayor's responsibilities as stated in the Code of Ordinances; which states the Mayor shall annually prepare and submit to the Council an itemized budget, revenues and expenditures. Mayor asked the question of who does prepare the budget, Mayor or City Administrator. Councilmember Miller stated to take out the word prepare and just say submit the budget to the Council, list under Mayor's duties? Mayor Green asked if we can tie to the City Administrator and have it as, annually review and submit. Mayor stated he doesn't feel it's his role to prepare the budget, but make suggestions and changes if necessary, but it's ultimately Council that makes that approval. Councilmember Miller would prefer to not use the word review since the Council sets the direction for the City Administrator and has concerns that Mayor could hold the budget and make changes. Councilmember Miller believes the budget should go through the Mayor, but it's ultimately the Council's document. Councilmember Harding stated he would feel comfortable taking out the word prepare (the budget) from Mayor's duties. Councilmember Miller stated that this is a duplication and isn't the process. Mayor Green stated that the Mayor can veto, if needed. Councilmember Harding suggested changing Sec. 2-187 (8) to the Mayor shall submit to Council an itemized budget of revenues and expenditures, prepared by City staff. Councilmember Miller stated to change it to submit the budget to the Council. Councilmember Harding stated it's not in the ordinance who prepares it. Councilmember Miller stated that it's drawn out that the City Administrator prepares the budget. Mayor Green confirmed it's in the City Administrators role to prepare the budget.

Mayor Green referenced the police operations budget and it states the City Administrator handles that budget. Councilmember Miller asked if that has to remain per ordinance. Attorney Rogers stated this can be handled in a general fashion, like the general City budget, State law doesn't require separate budgets for those departments.

Mayor Green referenced secure professional services in the duty requirements as Mayor. Mayor stated that Mr. Gaines satisfies these requirements. City Administrator Gaines stated City departments are securing these services by sending out RFP's, doing interviewing for consultants, and taking the lowest bids. Mayor Green stated this item should be removed from his duties. Councilmember Miller asked if we should add oversee instead of removing entirely from duties? Mayor Green stated he's the CEO and responsible for reviewing everything and ensuring the whole government functions. If this was removed would it be missed by an upcoming Mayor? Councilmember Harding referenced Sec. 2-187 (Powers and duties) stating that Mayor shall supervise all departments of the City and give direction to the department heads concerning the functions of the departments. Councilmember Harding referenced Sec. 2-187 (Powers and duties-(10)) and stated this falls under the functioning of the department so Mayor would have authority. Councilmember Miller asked if Mayor has ever secured any professional service contracts and Mayor Green stated no. Councilmember Miller stated to remove service contracts from Mayor's duties. Councilmember Sires objected to removing service contracts.

Mayor Green stated he does sign licenses and permits.

Mayor Green stated he would like relinquish declaring a snow emergency to the City Administrator. Councilmember Dunn verified that the Mayor still has the power to declare a snow emergency or override it and Mayor Green agreed. Councilmember Harding asked City Administrator Gaines if there was confusion of whether to declare a snow emergency and the Mayor said to the Administrator, "declare a snow emergency", based on page one give direction to the department heads would you then have to declare the snow emergency. City Administrator Gaines stated the answer is yes, my supervisor gave me direction to declare a snow emergency. The only reason why City Administrator Gaines wouldn't is because the council voted four to three that no, you're not going to declare a snow emergency. Councilmember Harding just wanted to show the Mayor still has his CEO power. Mayor Green stated he gets the final say, but Council can override and Mayor Green respects that Council has the final say. Councilmember Harding would approve snow emergency being moved to City Administrator.

Mayor Green stated he'd like to discuss the interaction with Mayor and City Administrator. If Mayor wants to give direction to City staff, Mayor gives that direction to the City Administrator. Mayor Green referenced Sec. 2-187(b): Specific powers and duties. The Mayor shall supervise all department of the City and give direction to the Department heads concerning the functions of the Departments. Mayor Green suggests changing to Mayor shall supervise the City Administrator and give direction as necessary concerning the functions of the Departments. The City Administrator is here to run the day-to-day functions of the government and the Mayor is here to ensure the government is functioning properly. Mayor Green asked Council their thoughts on changing the wording to say, Mayor supervises the City Administrator. Councilmember Miller agreed. Councilmember Harding suggested to put: shall supervise the City Administrator and give direction to him based on the functions of Departments; and maybe add a clause that says Department heads if needed. Councilmember Miller



asked if supervise is the correct word? Attorney Rogers stated supervised connotes the idea of directing acts and judging performance. Mayor Green agrees with keeping the word supervisor in the statement. Mayor Green referenced Sec. 2-218-Power and duties. It says the City Administrator shall direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Code of Law. Mayor Green would propose changing the word administration to performance. Councilmember Darrah asked about the criteria of evaluating the City Administrator. Mayor Green stated that last year, Councilmembers completed surveys on the performance of the City Administrator. Mayor Green would like to formalize the evaluation. Councilmember Miller would like to leave the word administration instead of inserting performance. Councilmember Harding would like Attorney Rogers suggestions on Administration vs. performance. Mayor Green suggested to say direct and supervise all departments. Councilmember Harding stated: direct and supervise seems a little more concise and clear, and Councilmember Miller agreed. Councilmember Miller suggested staff bringing back redline changes. Mayor Green suggested bringing to Committee of the Whole and Councilmember Harding agreed. City Administrator Gaines reiterated that staff will bring back an ordinance form, redline version to Committee of the Whole, the changes that we propose? Mayor confirmed that it will be in just this section and no other parts of the code, except the police budget, which isn't in the Mayor or the City Administrator ordinance.

City Administrator Gaines asked Mayor about discussion of the ombudsman portion. Mayor Green referenced Sec. 2-187(a), the Mayor shall supervise the conduct of all corporate officers, examine into the grounds of complaint made against them, etc. Mayor explained that the City does not have an ombudsman and it's usually and organization and at the state level is responsible for doing reviews, complaints of waste, fraud, or abuse in the City. Mayor would like guidance and a policy on how to carry out this function. No Councilmembers disagreed with adding ombudsman information.

There being no further discussion, Mayor Green adjourned the meeting at 5:58 p.m.

Minutes by Kim Kerr, Administrative Supervisor

## COMMITTEE OF THE WHOLE

City Hall – Council Chambers

March 1, 2021

The Committee of the Whole met at City Hall at 6:05 p.m. on March 1, 2021, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah (via video conference), Kelly Dunn, Simon Harding, Daryl Kruse (via video conference), Mark Miller, and Dave Sires. Susan deBuhr was absent. Staff members attended from all City Departments as well as members of the community teleconferenced in.

Mayor Green called the meeting to order and introduced the only item on the agenda, 2009 and 2013 Complete Streets Review. David Wicke City Engineer stated the complete streets concept was first brought to the City with the Blue Zone initiative. It was first adopted in 2009 and was intended to be used on all new and reconstructed streets. Mr. Wicke stated it was updated in 2013 with changes needed in order to qualify as a Blue Zones Certified Community. He explained the 2009 policy looked mainly as design elements of the roadway, and the 2013 policy clearly defines the design elements and incorporated additional elements for an ideal Complete Street Policy. He said there are 10 elements in the 2013 Complete Street Policy and Engineering reviews these during design of new and reconstructed streets. Mr. Wicke stated the engineers look at budget, safety, lifecycle cost and have a code of ethics they must follow too. Mayor Green opened it for council discussion. Mr. Wicke answered questions from the council members; he said he doesn't believe the two Complete Street Policies differ much from the end goal. He said they still look at the design economics or feasibility during the review, and there are times that not all elements are implemented. He said the check list was added to the 2013 policy. Ron Gaines City Administrator stated council receives a recommendation from engineering staff and it is council's decision on the feasibility of the design, you still have the final say.

Mayor Green opened it for public comment. Andrew Shroll 930 Newman Avenue and Chairman of the Bike and Pedestrian Advisory Committee said this review is an opportunity to bring awareness to the Complete Streets Policy; this helps with connectivity and helps us remain competitive with other cities. Roger White 2303 Greenwood Avenue supports the 2013 Complete Street Policy, it allows better flexibility. Jim Skain 2215 Clay Street doesn't feel the Complete Street Policy addresses roundabouts, they aren't supportive of the policy, and it is hard for bicyclist and pedestrians to maneuver them.

There being no further business, Mayor Green adjourned the meeting at 6:51 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Karen Howard, AICP, Planning & Community Services Manager  
**DATE:** March 8, 2021  
**RE:** Annual Reports for 2020

Attached you will find summaries of agenda items in 2020 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 Bike/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 approved by the Mayor and appointed 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, Downtown and College Hill façade reviews, 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.

While the COVID-19 pandemic slowed the progress on a number long range community planning efforts, the Commission continued to meet via videoconference to consider a broad range rezonings, site plans, and subdivision requests. Significant projects included: a land use map amendment and rezoning for the expansion of the City's industrial park; consideration of a rezoning and site plan for the new Cedar Falls High School; subdivision plats for Arbors, Wild Horse, and Pheasant Hollow subdivisions; discussion of revisions to the Pinnacle Prairie Master Plan and for West Fork Crossing, both planned residential developments; consideration of a number of site plans for new development in the HWY-1 zoning district, including a new bank, car wash, and hotel; consideration and recommendation on a new senior living community along Prairie Parkway; and code amendments to provide more flexibility for the re-use of obsolete churches and other institutional buildings and to ensure critical street connections are platted in a timely fashion. In Downtown, the Commission considered site plans for construction of a new building for Community Bank and Trust; and for the restoration of the facade of the historic Blue Room Lounge, and other smaller façade improvements.

In addition to the 2020 Planning & Zoning Commission Annual Report and attendance record, a summary of the land use permits that were issued during the year is attached. Note that even during the pandemic, issuance of permits slightly increased over the previous year.

### **Board of Adjustment**

The Board of Adjustment is empowered by State law to consider variances 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 approved by the Mayor and appointed by the City Council. Decisions by the Board can be appealed only to District Court. The 7-member Board considers each request for a variance or special exception on its own merits. In general requests are rare, but many of those received relate to development in the floodplain so the careful scrutiny by the Board of Adjustment is helpful in allowing reasonable use of flood-prone properties. Planning & Community Services Division staff prepares staff reports and recommendations to the Board and coordinates Board of Adjustment agendas and meetings.

The Board held only two meetings during 2020, one that was focused on board training and updating the bylaws and rules of procedure and the other meeting toward the end of the year to consider a request for a variance and special exception for expansion of a dwelling in the floodway district.

### **Historic Preservation Commission**

The Historic Preservation Commission was established by the City Council in 2011. The Commission reviews policies and programs of the city related to historic preservation. 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 held seven meetings in 2020. Progress on historical education events was hindered by the pandemic, but the Commission continued work on various research projects in anticipation of opportunities in 2021 for more in-person events. Please see attached agenda listing for specific details.

### **Group Rental Committee/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 in which the property is located. 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 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. The Board is comprised of seven citizens approved by the Mayor and appointed by the City Council. The Board meets as needed. A complete copy of the 2020 Annual Report of Activities for both the Group Rental Committee and the Board of Rental Housing Appeals is attached for your review.

### **Housing Commission**

The Cedar Falls Housing Commission is comprised of seven members approved by the Mayor and appointed 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. They also hear matters related to the City's Housing Choice Voucher Program, which is a rental assistance program also funded with federal funds, a yearly summary of which is attached. Details of the Housing Commission activities in 2020 are listed in the attached summary report.

### **Cedar Falls Bike/Pedestrian Committee**

This Advisory Committee is a fifteen member volunteer group that meets monthly. The Committee's mission is to improve the quality of life in Cedar Falls through increased opportunity for safe walking and bicycling as viable means of transportation and physical activity. The Committee has focused on the essential elements, five categories known as the "Five E's", being Engineering, Education, Encouragement, Enforcement, and Evaluation. The 2020 Annual Report of Activities is attached for your review.

**CEDAR FALLS PLANNING AND ZONING COMMISSION  
Annual Summary  
2020**

**January 8, 2020 – NO MEETING**

**January 22, 2020 – MEETING CANCELLED**

**February 12, 2020**

- 1. Nomination and Election of Officers ..... APPROVED.
- 2. HWY-1 Site Plan Review – Residence Inn by Marriott ..... APPROVED.

**February 26, 2020**

- 1. Special Commission and Board Training ..... NO ACTION REQUIRED.

**March 11, 2020**

- 1. Downtown Site Plan Review – Community Bank and Trust . CONTINUED TO NEXT MEETING.
- 2. Easement Vacation Request – Community Bank and Trust..... CONTINUED TO NEXT MEETING.
- 3. Downtown Site Plan Review – River Place Plaza Amended Site Plan..... APPROVED.
- 4. Industrial Park Expansion – Land Use Map Amendment – Low Density Residential, Industrial and Public & Utilities..... CONTINUED TO NEXT MEETING.
- 5. Industrial Park Expansion – Rezoning from A-1 to R-1 and M-1,P..... CONTINUED TO NEXT MEETING.

**March 25, 2020 – NO MEETING**

**April 8, 2020**

- 1. Industrial Park Expansion – Land Use Map Amendment – Low Density Residential, Industrial and Public & Utilities..... APPROVED.

- 2. Industrial Park Expansion – Rezoning from A-1 to R-1 and M-1,P..... APPROVED.
- 3. Downtown Site Plan Review – Community Bank and Trust. ....  
..... ITEM WITHDRAWN BY APPLICANT.
- 4. Easement Vacation Request – Community Bank and Trust..... APPROVED.
- 5. HWY 1 Site Plan Review – Dupaco Community Credit Union..... APPROVED.
- 6. College Hill Neighborhood Overlay Façade Review – Wheatpasting murals to celebrate UNI graduates ..... APPROVED.

**April 22, 2020**

- 1. Preliminary Plat Amendment – The Arbors Fourth, Fifth and Sixth Additions ..... DEFERRED.
- 2. Street Right-of-Way Vacation – Prairie Parkway ..... APPROVED.

**May 13, 2020**

- 1. Preliminary Plat Amendment – The Arbors Fourth, Fifth and Sixth Additions ..... APPROVED.
- 2. Rezoning from R-1 and A-1 to RP, Planned Residential – West Fork Development.....  
..... CONTINUED TO NEXT MEETING.

**May 27, 2020**

- 1. Rezoning from R-1 and A-1 to RP, Planned Residential – West Fork Development.....  
..... APPROVED.

**June 10, 2020**

- 1. Downtown Site Plan Review – Community Bank and Trust ..... APPROVED.

**June 24, 2020**

- 1. Preliminary Plat Amendment – Wild Horse Ridge ..... CONTINUED TO NEXT MEETING.
- 2. Revised HWY-1 Site Plan Review – Panther Travel Center..... APPROVED.
- 3. Final Plat – Pheasant Hollow 7th Addition..... APPROVED.
- 4. Preliminary Plat – Immanuel Evangelical Lutheran Church Addition..... APPROVED.

- 5. Final Plat – Immanuel Evangelical Lutheran Church Addition..... APPROVED.
- 6. MU Site Plan – Immanuel Evangelical Lutheran Church..... APPROVED.

**July 8, 2020**

- 1. Preliminary Plat Amendment – Wild Horse Ridge ..... APPROVED.
- 2. Land Use Map Amendment & Rezoning for the Cedar Falls High School site – A-1 Agricultural District to P-1 Public District (RZ20-005). LUMA from “Medium Density Residential” to “Schools” (LU20-002)..... CONTINUED TO NEXT MEETING.

**July 22, 2020**

- 1. Land Use Map Amendment & Rezoning for the Cedar Falls High School Site – A-1 Agricultural District to P-1 Public District (RZ20-005). LUMA from “Medium Density Residential” to “Schools” (LU20-002)..... APPROVED.

**August 12, 2020**

- 1. Final Plat – Chrisbro Subdivision (FP20-002) ..... APPROVED.
- 2. Site Plan Amendment - S1 Shopping District – Hy-Vee Kiosk for Online Order Pick-up (SP20-008)..... APPROVED.
- 3. Central Business District Overlay Design Review – Projecting Sign – Splendore Medical Spa (DR20-002) ..... APPROVED.
- 4. Central Business District Overlay Design Review – Projecting Awning Sign – Masonic Lodge on Main Street (DR20-003) ..... APPROVED.
- 5. Subdivision Code Text Amendment – Final Plat Phasing .... CONTINUED TO NEXT MEETING.

**August 26, 2020**

- 1. Subdivision Code Text Amendment – Division 3. Final Plat..... CONTINUED TO ALLOW FOR MORE STUDY.
- 2. Zoning Code Text Amendment – Adaptive re-use of vacant institutional buildings ..... CONTINUED TO ALLOW FOR MORE STUDY.



**September 9, 2020**

- 1. Central Business District Overlay Design Review – Façade Review for Blue Room Lounge (DR20-004) .....APPROVED.
- 2. Site Plan Review – New Cedar Falls High School (SP 20-007) ..... CONTINUED TO NEXT MEETING
- 3. Land Use Map Amendment (LUMA) & Rezoning – LUMA from “Office and Business Park” to “Planned Development” (LU20-003); Rezoning from A-1 Agricultural District and R-1 Residential District to MU Mixed Use Residential District – Expansion of Pinnacle Prairie Mixed Use Development (RZ20-002) .....CONTINUED TO A FUTURE MEETING.

**September 23, 2020**

- 1. Site Plan Review – New Cedar Falls High School (SP 20-007) ..... APPROVED.
- 2. College Hill Neighborhood Overlay Design Review – Wheatpasting murals (DR20-005) ..... APPROVED.

**October 14, 2020**

- 1. Land Use Map Amendment (LUMA) from “Office and Business Park” to “Planned Development” (LU20-003); Rezoning from A-1 Agricultural District and R-1 Residential District to MU Mixed Use Residential District (RZ20-002 – Expansion of Pinnacle Prairie Mixed Use Development...,LAND USE MAP AMENDMENT (LU20-003) APPROVED, but REZONING (RZ20-002) DENIED.
- 2. Central Business District Overlay Design Review –for NRG Pilates (DR20-007)... APPROVED.
- 3. Rezoning from R-4 Multiple Residence District to C-3 Commercial District – 2128 College Street (Bani’s) (RZ20-007) .....CONTINUED TO NEXT MEETING.

**October 28, 2020**

- 1. Rezoning from R-4 Multiple Residence District to C-3 Commercial District – 2128 College Street (Bani’s) (RZ20-007) ..... APPROVED.
- 2. Site Plan Review – Hwy-1 Highway Commercial – Tidal Wave Car Wash (SP20-010) ..... CONTINUED TO NEXT MEETING.
- 3. Subdivision Code Text Amendments (TA20-001) – Final Plat Phasing ..... APPROVED.
- 4. Zoning Code Text Amendment (TA20-002) – Adaptive re-use of institutional buildings ..... APPROVED.

**November 11, 2020**

- 1. Site Plan Review – Hwy-1 Highway Commercial – Tidal Wave Car Wash (SP20-010)  
.....APPROVED.

**November 24, 2020**

- 1. Amendment of RP Master Plan for Autumn Ridge Development.....CONTINUED.
- 2. Preliminary Plat for Autumn Ridge 9th Addition .....CONTINUED.
- 3. Preliminary Plat for Autumn Ridge 10th Addition .....CONTINUED.

**December 9, 2020 – NO MEETING**

**December 22, 2020**

- 1. Carolan Minor Plat..... APPROVED.
- 2. Final Plat for Arbors Fourth Addition ..... CONTINUED TO NEXT MEETING.
- 3. Final Plat for Pinnacle Prairie Commercial South Phase III, Second Addition.....  
..... CONTINUED TO NEXT MEETING.
- 4. Site Plan for Pinnacle Prairie Senior Living Facility ..... CONTINUED TO NEXT MEETING.

## 2020 Planning & Zoning Commission Attendance

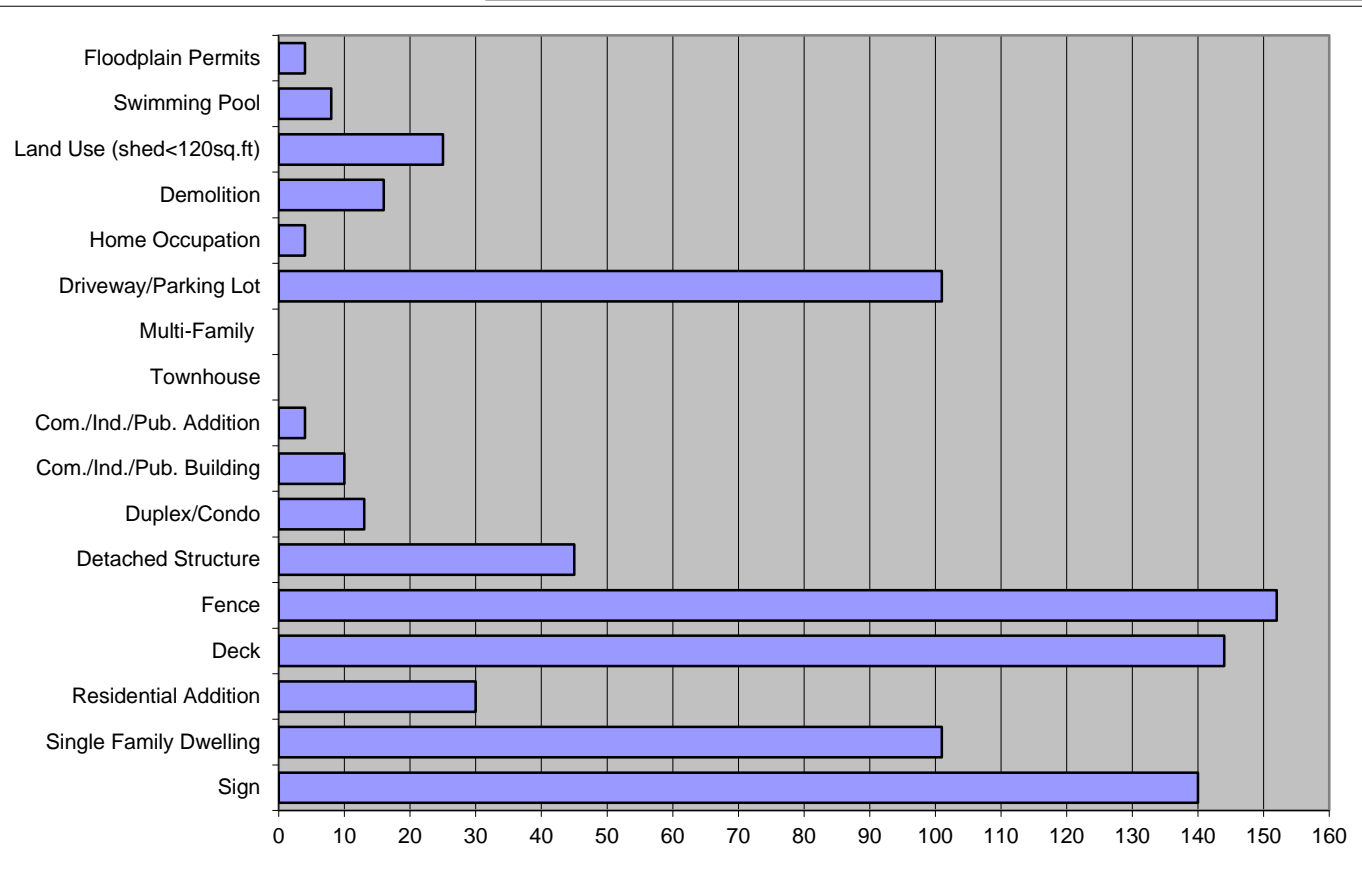
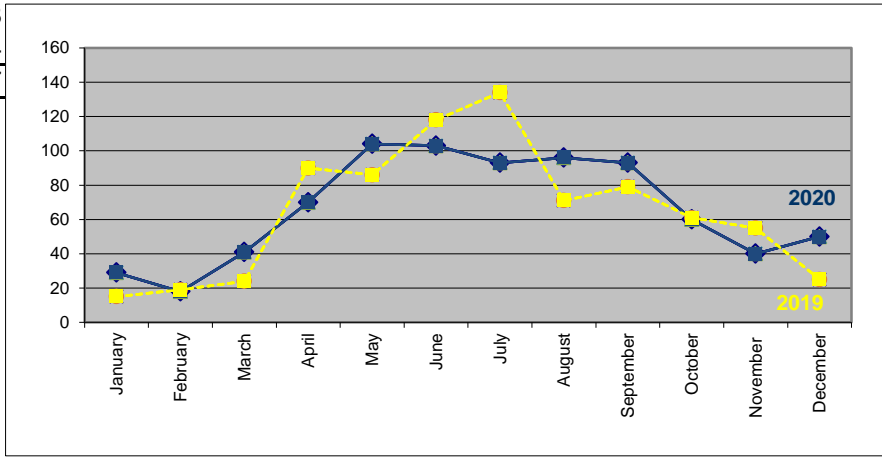
Chair: Mardy Holst  
 Vice Chair: Brad Leeper

	1/8	1/22	2/12	2/26	3/11	3/25	4/8	4/22	5/13	5/27	6/10	6/24	Mid-year tally	7/8	7/22	8/12	8/26	9/9	9/23	10/14	10/28	11/11	11/24	12/9	12/22	Total Ratio	% Attend					
Adkins	NO MEETING	NO MEETING	X	O	O	NO MEETING	O	X	O	X	X	X	5/9	X	X	O	O	O	X	O	O	NA	NA	NO MEETING	NA	8/17	47%					
Hartley			X	O	X		X	X	X	8/9	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	O	18/20	90%			
Holst			X	X	X		X	X	X	9/9	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	20/20	100%	
Larson			X	X	O		X	X	X	8/9	X	O	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	18/20	90%
Leeper			X	X	X		X	X	X	8/9	X	O	A	X	X	X	X	X	X	X	X	X	X		O	X	X	X	X	16/19	84%	
Lynch			X	X	X		X	X	X	8/9	X	X	X	X	O	8/9	X	X	X	X	X	X	X		X	X	X	X	X	X	19/20	95%
Prideaux			O	X	X		X	X	X	7/9	X	X	X	X	O	7/9	X	X	X	X	X	X	X		X	X	X	X	X	X	18/20	90%
Saul			X	X	O		X	X	X	6/9	X	O	X	X	X	6/9	X	O	X	X	O	X	X		X	O	X	X	X	X	14/20	70%
Schrad			NA	NA	NA		NA	NA	NA	NA	NA	NA	NA	NA	X	1/1	X	X	X	X	X	X	X		X	X	X	X	X	X	12/12	100%
Sears			NA	NA	NA		NA	NA	NA	NA	NA	NA	NA	NA	NA	0/0	NA	NA	NA	NA	NA	NA	NA		NA	NA	NA	NA	X	2/2	100%	
Wingert	X	O	X	X	X	NA	NA	NA	NA	NA	NA	NA	2/3	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	2/3	67%				

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

**LAND USE PERMITS ISSUED IN THE 2020 CALENDAR YEAR BY THE PLANNING DIVISION FOR THE CITY OF CEDAR FALLS**

PERMIT CATEGORY	TOTAL	C·E·D·A·R F·A·L·L·S Iowa	MONTH	2020	2019
Sign	140		January	29	15
Single Family Dwelling	101		February	18	19
Residential Addition	30		March	41	24
Deck	144		April	70	90
Fence	152		May	104	86
Detached Structure	45		June	103	118
Duplex/Condo	13		July	93	134
Com./Ind./Pub. Building	10		August	96	71
Com./Ind./Pub. Addition	4		September	93	79
Townhouse	0		October	60	61
Multi-Family	0		November	40	55
Driveway/Parking Lot	101		December	50	25
Home Occupation	4	<b>Total</b>	<b>797</b>	<b>777</b>	
Demolition	16				
Land Use (shed<120sq.ft)	25				
Swimming Pool	8				
Floodplain Permits	4				
<b>Total</b>	<b>797</b>				



**CEDAR FALLS BOARD OF ADJUSTMENT  
Annual Summary  
2020**

**January 27, 2020– NO MEETING**

**February 24, 2020**

1. City Attorney, Kevin Rogers did a presentation to the Board on the function and role of the Board of Adjustment. Key topic covered were the differences between a special exception and variance requests as well as the process of appeal to an administrative decision made the Community Development Department pertaining to the Code of Ordinances.
2. The Board amended their Rules of Procedure including a change to the regular meeting date from the fourth Monday of the month to the third Tuesday of the month

**March 17, 2020 – NO MEETING**

**April 21, 2020 – NO MEETING**

**May 19, 2020 – NO MEETING**

**June 16, 2020 – NO MEETING**

**July 21, 2020 – NO MEETING**

**August 18, 2020– NO MEETING**

**September 15, 2020 – NO MEETING**

**October 20, 2020 – NO MEETING**

**November 17, 2020**

1. Request by Ben and Brooke Porter at 1518 Cottage Row Road for a variance and special exception permit to expand an existing residential use in the Floodway Overlay District.....APPROVED

**December 15, 2020 – NO MEETING**

Chair: Amy Lang  
 Vice Chair: Mike Mangin

BOARD OF ADJUSTMENT ATTENDANCE JANUARY 2020 THROUGH DECEMBER 2020														
	Jan. 2020	Feb. 2020	Mar. 2020	Apr. 2020	May 2020	June 2020	July 2020	Aug. 2020	Sept. 2020	Oct. 2020	Nov. 2020	Dec. 20120	Total Ratio	% Attend.
Beach	/	X	/	/	/	/	/	/	/	/	X	/	2/2	100%
Lang	/	X	/	/	/	/	/	/	/	/	X	/	2/2	100%
Mangin	/	X	/	/	/	/	/	/	/	/	X	/	2/2	100%
Miller	/	X	/	/	/	/	/	/	/	/	X	/	2/2	100%
Rasmussen	/	X	/	/	/	/	/	/	/	/	O	/	1/2	50%
Sorensen	/	X	/	/	/	/	/	/	/	/	X	/	2/2	100%
Weeg	/	X	/	/	/	/	/	/	/	/	X	/	2/2	100%

X = Present  
 O = Not Present  
 / = No Meeting

## **CEDAR FALLS HISTORIC PRESERVATION COMMISSION 2020 Annual Summary**

The following is intended to summarize the discussions held by the Commission over the past year. This summary was compiled from meeting minutes. *(NOTE: Meetings in April, May and June were not held because of Covid. Meetings from July – December were held via virtual platform because of Covid.)*

### **January 14, 2020**

- Research and preparation for Cedar Heights educational event
- Discussion about maintaining Certified Local Government (CLG) status
- Brainstormed ideas for Preservation Month in May

### **February 2020**

No meeting.

### **March 10, 2020**

- Commission provided updates on research of various mills in Cedar Falls
- Commission to find more information on 16<sup>th</sup> Street brick street.
- Commission discussed updates on brochure and educational event for historic tour of Cedar Heights

### **April, May, June 2020**

No meetings due to pandemic.

### **July 14, 2020**

- Commission discussed possibilities of historical significance of the 16<sup>th</sup> Brick Street and discussed possibility for small historic district and grant opportunities.
- Commission discussed additional information for the Cedar Heights project.
- Commission discussed that Mennonite Church was up for sale and might be at risk for demolition.

### **August 2020**

No meeting.

### **September 8, 2020**

- Commission discussed new findings for 16<sup>th</sup> Brick street based on a 1914 Courier article.
- Commissions discussed briefly about Greenwood Cemetery and the Mausoleum being good project to work on in future.
- City staff provided update about the College Hill Visioning project and encouraged commission members to participate in the virtual community charrette.

**October 13, 2020**

- Updates on research of the 16<sup>th</sup> Street Brick Street
- Commission discussed updates on “Touring Cedar Heights” educational event and briefly discussed the trail map formed by the group. Commission will also be looking into previous findings by Daryl Anderson and Thomas Connors. Discussed having a virtual event due to the pandemic.

**November 10, 2020**

- Prep for the Cedar Heights virtual tour event.
- City staff and Commission discussed briefly about newly identified properties at risk in the city and ongoing work at Blue Room Lounge restoration project.

**December 8, 2020**

- Commission discussed new methods of historic research
- City staff briefly discussed grant availability for an educational sign for African American Heritage trail. Commission members will be looking into it and provide update in the next meeting.
- Discussion of postponing the Cedar Heights event until next year when an actual tour might be possible.
- City staff and Commission discussed briefly about newly identified First Baptist Church at risk with possible plans of new mixed-use building on the site.
- Commission briefly laid out few project ideas for next calendar year as an educational event like doing scavenger hunts in different areas of town or by highlighting history on Mausoleum and barns in the city.

Chair: Julie Etheredge  
 Vice Chair: Jeanine Johnson (Until June 2020)

<b>HISTORIC PRESERVATION COMMISSION ATTENDANCE JANUARY 2020 THROUGH DECEMBER 2020</b>															
	Jan. 2019	Feb. 2019	Mar. 2019	Apr. 2019	May 2019	June 2019	July 2019	July. 2019	Aug. 2019	Sept. 2019	Oct. 2019	Nov. 2019	Dec. 2019	Total Ratio	% Attend.
Nathan Arndt		No Meeting		No Meeting	No Meeting	No Meeting			No Meeting		X	O	X	2/3	66%
Sally Timmer			X					X		X	X	X	7/7	100%	
Julie Etheredge	X		X					X		X	X	X	8/8	100%	



Michael Mahncke	X		X				X	X		X	X	X	X	8/8	100%
Brian Hayes	X		X				O	O		O	X	X	O	4/8	50%
Jeanine Johnson	X		X											2/2	100%

X = Present  
 O = Not Present

## CEDAR FALLS GROUP RENTAL COMMITTEE 2020 Annual Summary

Following is a summary of the activity of the Group Rental Committee (GRC), including when cases were appealed to the Board of Rental Housing Appeals (BRHA). Note that the Group Rental Committee is not authorized to grant higher occupancy in change of ownership cases where the lot does not meet minimum size standards. In such cases, the petitioner is given the option to appeal to the Board of Rental Housing Appeals and staff provides an analysis and recommendation to the BRHA based on the characteristics of the site and carrying capacity of the property. If appealed, the occupancy listed in the table is the number approved by the BRHA:

<u>Address</u>	<u>Owner</u>	<u>Requested Occupancy</u>	<u>Approved for</u>	<u>Date Discussed/Approved</u>	
				<u>GRC</u>	<u>BRHA</u>
205 Hill Ct.	Russell S Rook	4	4	1/14/2020	
2601 Hiawatha Road	Randy Hashman	3	3	1/14/2020	-
1016 W 2nd	Jed Hemer	4	4	2/4/2020	
416 Alvarado Ave	Fortune's Gate LLC	4	4	2/4/2020	
1026 Lilac Lane	Erin Reicks	3	3	2/18/2020	
1320 Delta Drive	Chris Olsen	3	3	3/3/2020	
1322 Delta Drive	Chris Olsen	3	2	3/3/2020	
2822 Walnut Street	Steven Chapman	4	4	3/3/2020	
2810 Walnut Street	Danny Moulds	4	3	appealed	3/2/2020
624 W 22nd Street	Danny Moulds	4	4	appealed	5/26/2020
1510 W 2nd Street	Brad Howard	4	4	appealed	5/26/2020
1514 Tremont Street	Andrew Schoof	4	4	appealed	5/26/2020
721 W 29th Street	Jeffrey Redenius	4	2	appealed	5/26/2020
1416 Clay Street	Josh Lupkes	3	3	5/28/2020	
1522 W 4th Street	Taylor & Morgan Heideman	4	3	appealed	6/29/2020
422 Division Street	Lynda Johnson	4	continued	appealed	6/29/2020
422 Division Street	Lynda Johnson	4	3	appealed	7/27/2020
506 Utah Road	Wesley Owen	3	3	9/15/2020	
1632 East Street	Natalie Wulfsen	3	2	withdrawn	
2504 Orchard Drive	Kremer Kehe Properties	3	3	9/15/2020	
2208 Walnut Street	Tim Hoekstra	4	4	9/15/2020	10/19/2020
408 N Division	Rachel Proffitt	3	3	11/3/2020	
322 Oregon	Bryce Geisler	4	4	12/22/2020	

The Group Rental Committee is comprised of city staff: Karen Howard, Planning & Community Services Manager; John Bostwick, Fire Chief; and Jamie Castle, Building Official. See below for a summary of approvals.

**SUMMARY Of ALL TO DATE:**

<b>Occupancy Level</b>	<b>Request</b>	<b>Approved</b>
5 Adults	10	0
4 Adults	146	122
3 Adults	51	62
2 Adults	NA	23
<b>Total</b>	<b>207</b>	<b>207</b>

**Year 2020 (January 1, 2020 thru December 31, 2020)**

<b>Occupancy Level</b>	<b>Request</b>	<b>Approved</b>
5 adults	0	0
4 adults	13	9
3 adults	9	10
2 adults	NA	3
<b>Total</b>	<b>22</b>	<b>22</b>

## CEDAR FALLS BOARD OF RENTAL HOUSING APPEALS 2020 Annual Summary

Following is a summary of the activity of the Board of Rental Housing Appeals (BRHA) including some indication of if those cases were officially considered by the Group Rental Committee (GRC). Note that the Group Rental Committee is not authorized to grant higher occupancy in change of ownership cases where the lot does not meet minimum size standards but will often inform staff's recommendations 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 approved by the BRHA:

<u>Address</u>	<u>Owner</u>	<u>Requested Occupancy</u>	<u>Approved for</u>	<u>Date Discussed/Approved</u>	
				<u>GRC</u>	<u>BRHA</u>
2810 Walnut Street	Danny Moulds	4	3	appealed	3/2/2020
624 W 22nd Street	Danny Moulds	4	4	appealed	5/26/2020
1510 W 2nd Street	Brad Howard	4	4	appealed	5/26/2020
1514 Tremont Street	Andrew Schoof	4	4	appealed	5/26/2020
721 W 29th Street	Jeffrey Redenius	4	2	appealed	5/26/2020
1522 W 4th Street	Taylor & Morgan Heideman	4	3	appealed	6/29/2020
422 Division Street	Lynda Johnson	4	continued	appealed	6/29/2020
422 Division Street	Lynda Johnson	4	3	appealed	7/27/2020
2208 Walnut Street	Tim Hoekstra	4	4	9/15/2020	10/19/2020

The Board of Rental Housing Appeals is comprised of the following members:

- Chair: Chris Martin
- Vice Chair: Dan Berregaard
- Member: Cindy Wiles
- Member: Mary Jane McCollum
- Member: Bruce Wingert
- Member: Esperse Issak
- Member: Kim Kranz

Below is a summary of attendance:

<b>BOARD OF RENTAL HOUSING APPEALS ATTENDANCE JANUARY 2020 THROUGH DECEMBER 2020</b>														
	Jan. 2020	Feb. 2020	Mar. 02 2020	Apr. 2020	May. 26 2020	June 29 2020	July 27 2020	Aug. 2020	Sep. 2020	Oct. 19 2020	Nov. 2020	Dec. 2020	Total Ratio	% Atten d.
Cindy Wiles	No meeti	No meeti	X	No meeti	X	X	O	No meeti	No meeti	X	No meeti	No meeti	4/5	77%

Chris Martin		X		O	X	X			X			4/5	88%
Mary Jane McCollum		X		X	X	X			X			5/5	77%
Dan Berregaard		X		X	X	X			X			5/5	100%
Bruce Wingert		O		X	X	X			O			3/5	77%
Esperse Issak		O		O	O	O			O			0/5	22%
Kim Kranz		O		X	X	X			O			3/5	55%

X = Present  
 O = Not Present

**CEDAR FALLS HOUSING COMMISSION  
Annual Summary  
2020**

**January 14, 2020 – No Meeting**

**February 11, 2020 – No Meeting**

**March 10, 2020**

- 1. 5 Year Consolidated Plan..... APPROVED
- 2. Annual Action Plan..... APPROVED
- 3. Conflict of Interest Forms .....APPROVED

**April 14, 2020 – No Meeting**

**May 19, 2020**

- 1. CDBG Citizen Participation Plan Amendments ..... APPROVED
- 2. Consolidated Plan Amendments updates (FY 19-23) .....APPROVED
- 3. CDBG Annual Action Plan (FY19) Amendments for CARES Act .....APPROVED

**June 11, 2019 – No meeting**

**July 14, 2020**

- 1. Recommend opening HCV Waiting List .....APPROVED
- 2. Review of CDBG Housing Rehab Manual (proposed edits) .....APPROVED

**August 11, 2020 – No Meeting**

**September 15, 2020**

- 1. Update on Section 8 software updates .....DISCUSSION

- 1. Update on DCBG FFY20, CV Local Funds and State CV .....DISCUSSION
- 2. Home Project @ 2512 Cedar Heights Drive/CARES Act Grant .....DISCUSSION

**October 13, 2020**

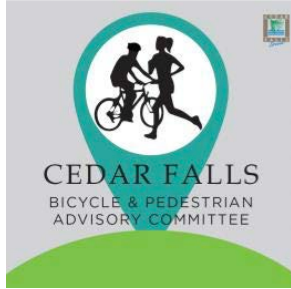
- 1. State CDBG Update .....DISCUSSION
- 2. Update on Rehabilitation Projects .....DISCUSSION
- 3. 2021 Fair Market Rent Increase.....APPROVED

**November 10, 2020**

- 1. CDBG Updates (FFY20) Service Agency Rewards.....APPROVED
- 2. Amendment to (FFY19) Annual Action Plan for CARES ACT .....APPROVED

**December 10, 2020**

- 1. Section 8 Status Report ..... APPROVED



**ANNUAL REPORT for the year January through December 2020  
Cedar Falls Bicycle and Pedestrian Advisory Committee**

**CURRENT COMMITTEE MEMBERSHIP**

- |                               |   |                |                  |
|-------------------------------|---|----------------|------------------|
| Andrew Shroll: Chair          | Chris Sevy: Cedar Falls City Liaison          |                |                  |
| Roger White: Vice-Chair       | Matt Tolan: Cedar Falls Engineering Liaison   |                |                  |
| Codie Leseman: INRCOG Liaison | Zach Ladage: Cedar Falls Public Safety        |                |                  |
|                               | Austin Lechtenberg: Cedar Falls Public Safety |                |                  |
| Russ Clark                    | Matt Dunning                                  | Luann Alemao   | Joe Hackenmiller |
| Kim Cross                     | Nancy Hamilton                                | Lisa Brodersen | Mike McCallum    |
| John DeGroot                  | Bob Lentz                                     |                |                  |

**MEETING SCHEDULE:** Normal monthly meetings are held at the Cedar Falls City Hall Duke Young Conference Room on the first Tuesday of each month from 5:15 to 6:30 pm (Due to the COVID pandemic, April, May, July, and November meetings were cancelled; June, August, September, October, and December meetings were held via Zoom).

**MISSION STATEMENT:** The Committee’s Mission is to improve the quality of life in Cedar Falls through increased opportunity for safe walking and bicycling as viable means of transportation and physical activity.



## ANNUAL REPORT ON GOALS

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### GOALS REALIZED IN 2020

1. Established a city engineering liaison with the Committee
2. Collaborated with Public Works Department on reporting and resolving trail issues
3. Tracked Committee recommendations in ongoing spreadsheet for status documentation of resolution timelines
4. Recommended pedestrian and bicycle accommodations as part of the Imagine College Hill visioning process
5. Continued Public Outreach with Channel 15, Currents, May Bike Month
6. Re-affirmed E-bike policy language and provided to city
7. Flood damage to the trail along Cottage Row Rd repaired by City

### COMMITTEE RECOMMENDATIONS FOR CITY and STATUS

1. Assess intersections and continuity of pedestrian and bicycle routes, integrating needs into long-term plan	In Progress
2. Mark the entire Cedar Falls Bicycle Network with signage and paint where appropriate	Maintenance only in 2020
3. Elevate the Cedar Falls Bicycle / Pedestrian Advisory Committee to a standing committee similar to current boards and commissions	No action in 2020
4. Provide funds for designation of staff to serve as Bicycle/Pedestrian Program Manager(s)	No action in 2020
5. Support the completion of the Metropolitan Pedestrian Plan	In Progress
6. Monitor pedestrian/motor vehicle and bicycle/motor vehicle collision and injury statistics	No action in 2020
7. Amend Bike Ordinance and recommend to city	Awaiting city adoption
8. Cedar Heights Drive bike paved shoulders south of Viking Rd	Not funded
9. Adopt policy of "May Use Full Lane" without sharrow	No action in 2020
10. Adopt snow removal recommendations for specified trails	Pending confirmation
11. Add Grand Boulevard trail segment where road is discontinuous	No action in 2020

## 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 Metropolitan Pedestrian Master Plan
4. Encourage the city to apply for and secure grant funds for bicycle and pedestrian intersection improvements
5. Obtain Silver Bicycle Friendly Community status for Cedar Falls
6. Update Zoning Ordinance to include bicycle and pedestrian accommodations

## SUMMARY OF ACTIVITIES DURING 2020

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### ADMINISTRATIVE ACTIVITIES

- Recommended new Committee members from the community
- Transitioned a Bicycle/Pedestrian Advisory Committee social media content to city page
- Provided input regarding pedestrian and bicycle planning as part of the Downtown and College Hill Visioning processes
- Updated the Committee recommendations regarding trails and walkways into a spreadsheet in order to be tracked and updated

### SUBSTANTIVE ACTIVITIES

*The activities listed below include essential elements across five categories known as the Five E's. These activities focus on creating safe and useable accommodations for bicyclists and pedestrians.*

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

- Continued participation with the Metropolitan Pedestrian Master Plan development
- Reviewed 2020 Pavement Management Program
- Recommended removing bicycle Stop Signs at trail/street crossings and replacing with Yield Signs if signage is required
- Recommended Viking Rd pedestrian crossing improvement between Andrea Dr and Wal-Mart Dr
- Identified, communicated and updated list of trail spots/segments where persistent wet conditions cause slippery and dangerous conditions
- Advocated additional bicycle parking downtown, including bike corrals as part of College Hill Visioning process
- Supported continuation of the recreational trail along Cedar Heights Dr from Greenhill Dr to round-about at Viking Rd and recommended continuation along Cedar Heights Dr as far as Black Hawk Rd at John Deere PEC entrance
- Urged that a trail be installed between Galloway Ave and Parrish St at the end of Grand Blvd

EDUCATION – *Giving people of all ages and abilities the skills and confidence to ride and walk.*

- Prepared and submitted articles for quarterly Cedar Falls Currents newsletters regarding pedestrian, bicycle, and motorist behavior for safety
- Planned information distribution for May Bike Month

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

- Promoted the Ride of Silence Ride (as an individual/family activity due to COVID) as part of May Bike Month
- Continued to support city efforts to facilitate bicyclists and pedestrians in ongoing street renewal projects
- Submitted letters of support for grants: 1.) George Wyth Trail re-construction, 2.) Gilbertville Depot repairs

ENFORCEMENT – *Ensuring safe roads and sidewalks for all users.*

- Recommended provisions for E-bike ordinance to include identical treatment of all classes of E-bikes (Class 1, 2, 3) on recreational trails

EVALUATION – *Planning for bicycling and walking as safe, viable transportation options.*

- Continued active support for the Major Thoroughfare and Trail Network plan
- Continued review of and made recommendations regarding Cedar Falls Bicycle Network Map
- Reviewed and proposed updates to the Long-Range Transportation Plan
- Advocated coordination within the community with other bicycling related groups
- Recommended clearing of snow from sidewalks and at intersections near schools
- Recommended clearing of snow from selected trails


**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**


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**To:** Mayor Green and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director  
 Craig Berte, Police Chief  
**Date:** March 11, 2021  
**Re:** Beer/Liquor License Applications

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

Name of Applicants:

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


**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS  
 4600 S. MAIN STREET  
 CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**


---

**To:** Mayor Rob Green, City Council  
**From:** Jeff Olson, Public Safety Director  
**Date:** March 1, 2021  
**Re:** Eagle View Hospitality Liquor License (Plaza – 2<sup>nd</sup> & State)

---

Eagle View Hospitality (Plaza at 2<sup>nd</sup> and State) has applied for a liquor license which expires on December 1, 2021. A site plan for the Plaza was reviewed by P & Z and the City Council in March of 2020.

They are requesting an exception to 3 sections of City Ordinance 5-67. City Ordinance 5-68 does allow for exemptions as approved by the City Council. Those exception requests are listed below.

Section 3 requires barriers to be of a certain height and be of solid construction in order to be screened from public view. Staff suggests that fencing is required to define the area that is licensed for alcohol sales and consumption but that this area does not need to provide screening from public view. Eagle View Hospitality has provided photos of a decorative type fencing which will be placed and removed within one week of each event.

Section 4 requires that the service area only be accessible from the licensed premises which it adjoins. The outdoor service area will have additional access and exit points which provide more convenient locations for the consumers and which provide for emergency exits also. The design of the adjoining premises does not allow for convenient or safe access/exit points and the additional access points are key for convenience and safety.

Section 9 restricts amplified music from being played in outdoor service areas. Staff recommends that amplified music be allowed. Compliance with other noise ordinances do apply and violations of those laws do allow for noise enforcement/restriction if needed.

I recommend approval of the request for a variance of the three above sections as requested by Eagle View Hospitality.

**Amy Eggleston**

---

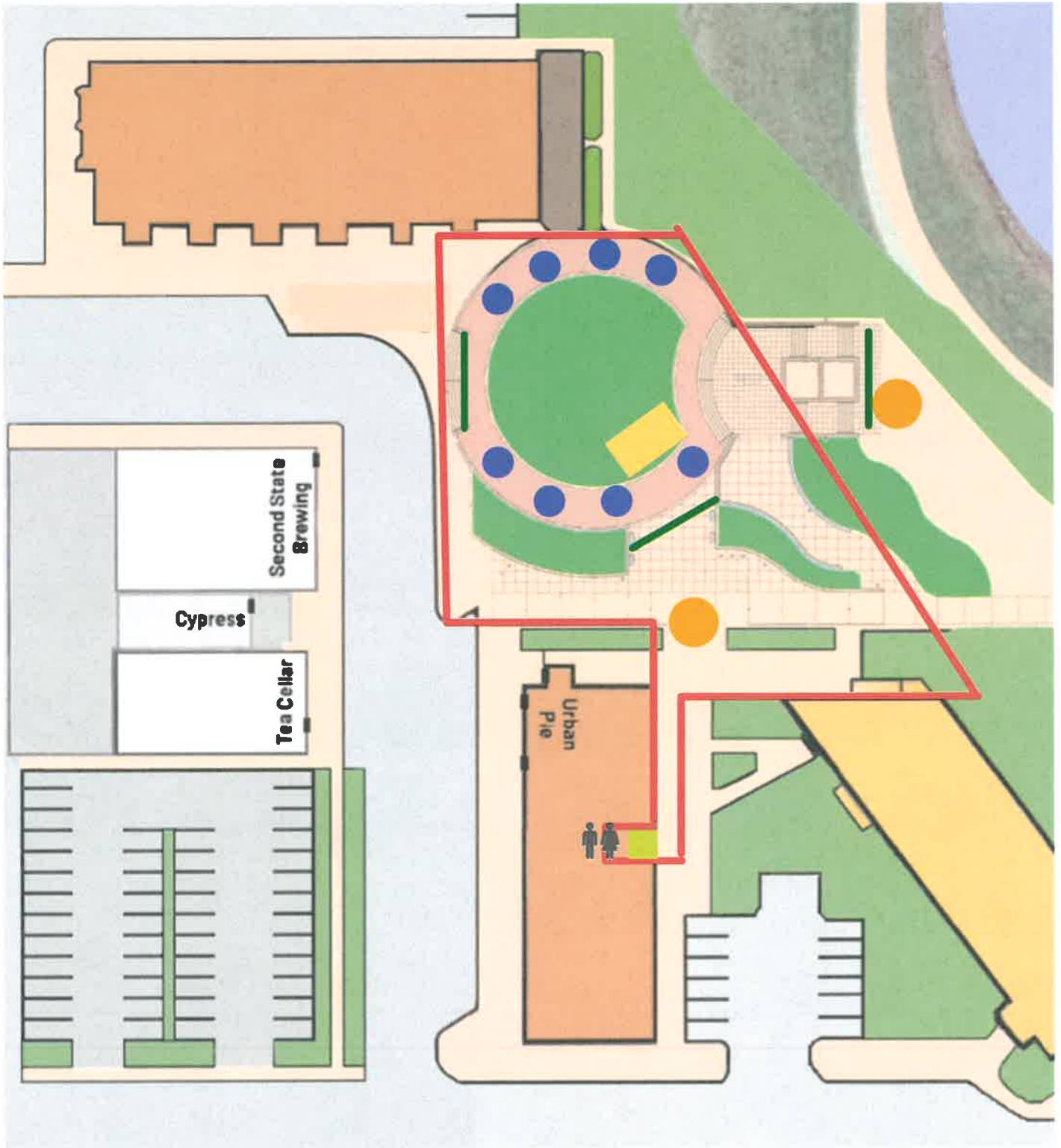
**Subject:** FW: Plaza liquor license  
**Attachments:** State Street.pdf







**From:** Deanna Nelson **Sent:** Tuesday, August 4, 2020 4:27 PM  
**To:** Al request exemption from section 5-67 (3), (4) and (9).

- a. (3). The circular part of the plaza is designed with clear boundaries, we would put signage up with alcohol is being served once leaving the premise that alcohol is not allowed beyond this point.
- b. (9). We will be having live music on the outdoor stage at times. Are noise ordinances required by the city for all events with amplified sound? This is our plan to apply for these if needed.

Please let me know what I am missing!!!!

Thank you so much for all your help!  
Deanna



-  Premise Boundary approx. 25,000 sq. ft..
-  Picnic Tables
-  Entrance to Plaza
-  Room for alcohol storage
-  Public Bathrooms
-  Signage saying no alcohol beyond this point





**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS  
4600 S. MAIN STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

---

**To:** Mayor Green and City Council  
**From:** Jeff Olson, Public Safety Director  
**Date:** March 4, 2021  
**Re:** 5 Corner Ice Cream Shop

---

Justin Buck has requested a variance to an outdoor service area for a proposed ice cream shop at 1828 Waterloo Road. He intends to serve ice cream, ice cream related products and beer. He has requested a variance to City Ordinance 5-67 (2) front yard service area, (3) fencing required to screen from public view, (4) accessible from licensed premise only and (9) prohibits amplified music.

5 Corner Ice Cream Shops primary focus will be the sale of ice cream for on premise consumption. Buck has provided a drawing which clearly outlines his intent. Public Safety has no concern with a front of business serving area, access points to the outdoor serving area, public view of the serving area and the use of music provided to its customers in that serving area. There are other sound/loud music ordinances that do apply and will assist with restricting any issues caused by loud music being played.

The City has allowed for similar exemptions to outdoor serving areas for many other businesses. We recommend approval of the request.

**Amy Eggleston**

---

**Subject:** FW: Liquor License Requirements Scoopskis

**From:** Justin Buck  
**Sent:** Thursday, March 4, 2021 9:04 AM  
**To:** Amy Eggleston  
**Subject:** Re: Liquor License Requirements Scoopskis

**CAUTION:** This email originated outside the City of Cedar Falls email system.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached is blue print of building and patio. Seating is included in both building and patio. Also patio barrier is intended to be 42 inch planter box surrounding the patio.

We are asking for exemption for outdoor patio service area 5-67 2,3,4,9. The patio is located in the front of the building and a 5 ft fence surrounding the patio will limit the view of the entrance and may confuse customers how to locate the entrance for service. This location's primary function is an ice cream shop. We will be applying for a class B liquor license to sell canned beer for on premise consumption secondary sales.

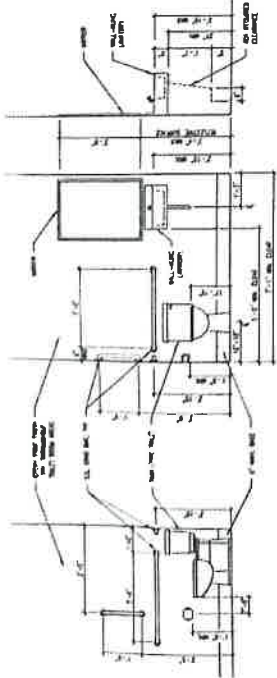
Thank you,

Justin Buck  
Owner/Operator  
Urban Pie

Scopski's  
1828 Waterloo Rd

WALL & DOOR FINISHING

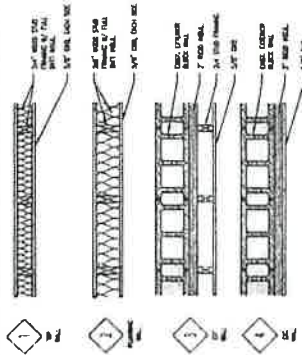
1. Gypsum Wall, 1/2" Drywall	<input checked="" type="checkbox"/>
2. Acoustic Wall, 5/8" Drywall	<input type="checkbox"/>
3. Acoustic Wall, 1/2" Drywall	<input type="checkbox"/>
4. Acoustic Wall, 5/8" Drywall	<input type="checkbox"/>
5. Acoustic Wall, 1/2" Drywall	<input type="checkbox"/>
6. Acoustic Wall, 5/8" Drywall	<input type="checkbox"/>
7. Acoustic Wall, 1/2" Drywall	<input type="checkbox"/>
8. Acoustic Wall, 5/8" Drywall	<input type="checkbox"/>
9. Acoustic Wall, 1/2" Drywall	<input type="checkbox"/>
10. Acoustic Wall, 5/8" Drywall	<input type="checkbox"/>
11. Acoustic Wall, 1/2" Drywall	<input type="checkbox"/>
12. Acoustic Wall, 5/8" Drywall	<input type="checkbox"/>
13. Acoustic Wall, 1/2" Drywall	<input type="checkbox"/>
14. Acoustic Wall, 5/8" Drywall	<input type="checkbox"/>
15. Acoustic Wall, 1/2" Drywall	<input type="checkbox"/>
16. Acoustic Wall, 5/8" Drywall	<input type="checkbox"/>
17. Acoustic Wall, 1/2" Drywall	<input type="checkbox"/>
18. Acoustic Wall, 5/8" Drywall	<input type="checkbox"/>
19. Acoustic Wall, 1/2" Drywall	<input type="checkbox"/>
20. Acoustic Wall, 5/8" Drywall	<input type="checkbox"/>



B ADA TOILET ROOM ELEVATIONS  
Scale: 1/2" = 1'-0"

A ADA LAVATORY  
Scale: 1/2" = 1'-0"

WALL TYPES



CODE STUDY

LOCATION	CEDAR FALLS, IA, USA
DATE	1/2024
PROJECT	5555 INTERNATIONAL BUILDING CODE
PERMITS	2024 IOWA PERMITS CODE
MECHANICAL	2024 INTERNATIONAL MECHANICAL CODE
FIRE	2024 INTERNATIONAL FIRE CODE
ACCESSIBILITY	2024 ADA
SECTOR	RETAIL
INDUSTRY	RETAIL
TYPE	RETAIL
CONSTRUCTION	RETAIL
FINISHES	RETAIL
ROOF	RETAIL
MECHANICAL	RETAIL
ELECTRICAL	RETAIL
PLUMBING	RETAIL
INSULATION	RETAIL
GLASS	RETAIL
DOORS	RETAIL
TOILET	RETAIL
REQUIREMENTS	RETAIL

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL BUILDING CODE.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL FIRE CODE.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL MECHANICAL CODE.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL ACCESSIBILITY CODE.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL ELECTRICAL CODE.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL PLUMBING CODE.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL ROOFING CODE.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL INSULATION CODE.
9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL GLASS CODE.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL DOORS CODE.
11. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL TOILET CODE.
12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL REQUIREMENTS CODE.

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL BUILDING CODE.
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12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 IOWA PERMITS CODE AND THE 2024 INTERNATIONAL REQUIREMENTS CODE.



Architect's Stamp

DAVID E. LEVI  
Architect

1828 WATERLOO RD  
CEDAR FALLS, IA 52601

DATE: FEB. 4, 2021

5 Corner Ice Cream Shop  
1828 Waterloo Rd  
Cedar Falls, Iowa  
Build-Out Plans

LEVI ARCHITECTURE  
319-23-7003

AZ.O



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Daniels, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** February 15, 2021  
**SUBJECT:** Property Assessments

Attached is paperwork regarding one (1) property cleanup and removal of debris by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Rhonda Parker  
116 E. Elm St., Apt. 103  
West Union, IA 52175

\$346.29 December 2020  
5.19 2021 (fees)  
\$351.48 Total owed

Property address: 2520 Central Ave., CF  
Parcel #9014-36-377-002

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

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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

RHONDA S. PARKER

---

TO THE ABOVE-NAMED PERSON(S): Rhonda S. Parker

PROPERTY DESCRIPTION: 2520 Central Avenue, Cedar Falls, Iowa  
Black Hawk County Parcel #9014-36-377-002

LEGAL DESCRIPTION OF PROPERTY: Third Addition to Woodlawn Place, E  
1/2, Lot 1, Cedar Falls, Black Hawk  
County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to clean up/remove debris on the property located at 2520 Central Avenue pursuant to City of Cedar Falls Ordinance Section 15-2. This matter is currently set on the Cedar Falls City Council agenda for **March 15, 2021**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



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

Enclosures.

**Exhibit "A"**

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO CLEAN UP/REMOVE DEBRIS ON THE PROPERTY LOCATED AT 2520 CENTRAL AVENUE, CEDAR FALLS, IOWA, PARCEL ID 9014-36-377-002**

WHEREAS, it was determined that the property located at 2520 Central Avenue, being legally described as Third Addition to Woodlawn Place, E 1/2, Lot 1, Cedar Falls, Black Hawk County, Iowa, Parcel ID 9014-36-377-002, was in violation of City of Cedar Falls Ordinance Section 15-2 for failure to maintain the property by permitting outdoor storage of debris, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2520 Central Avenue (Parcel ID 9014-36-377-002) to be cleaned up, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to clean up/remove debris on the above-described property, in the amount of \$351.48, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Third Addition to Woodlawn Place, E 1/2, Lot 1, Cedar Falls,  
Black Hawk County, Iowa,  
Parcel ID 9014-36-377-002

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

PASSED AND ADOPTED this 15th day of March, 2021.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

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

(319) 273-8600

DATE: 1/29/21

TO: RHONDA PARKER  
116 E ELM STREET, APT 103  
WEST UNION, IA 52175

CUSTOMER NO: 4068/4068

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	1/30/15	BEGINNING BALANCE			.00
CEPTY	12/23/20	PROPERTY CLEANUP:12/11/20	36999	1/22/21	346.29
		PER ORDINANCE 15-2			
		LOCATION: 2520 CENTRAL AVE, CF;PARCEL#	9014-36-377-002		\$310.00
		COOLEY SANITATION INV.#115319			\$36.29
GFFIN	1/29/21	FINANCE CHARGE-GEN FUND		3/01/21	5.19

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
5.19	346.29		

DUE DATE: 3/01/21

PAYMENT DUE: 351.48  
TOTAL DUE: \$351.48

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/29/21 DUE DATE: 3/01/21 NAME: PARKER, RHONDA  
CUSTOMER NO: 4068/4068 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$351.48





DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

February 1, 2021

Rhonda Parker  
116 E. Elm Street  
Apt. 103  
West Union, IA 52175

Dear Rhonda Parker,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-property cleanup at 2520 Central; Parcel #9014-36-377-002 on 12/11/20 for \$346.29, as well as late fees of \$5.19 for a total amount due of \$351.48. **If no payment is received by February 15, 2021 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

Item 10.

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

(319) 273-8600

TO: RHONDA PARKER  
116 E ELM STREET, APT 103  
WEST UNION, IA 52175

INVOICE NO: 36999  
DATE: 12/23/20

CUSTOMER NO: 4068/4068

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	PROPERTY CLEANUP:12/11/20 PER ORDINANCE 15-2 LOCATION: 2520 CENTRAL AVE, CF;PARCEL# 9014-36-377-002 COOLEY SANITATION INV.#115319 CODE ENFORCEMENT	346.29	346.29
			\$310.00
			\$36.29

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

TOTAL DUE: \$346.29

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

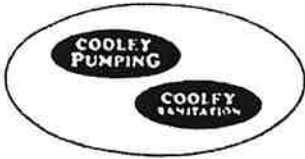
DATE: 12/23/20 DUE DATE: 1/22/21  
CUSTOMER NO: 4068/4068

NAME: PARKER, RHONDA  
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36999  
TERMS: NET 30 DAYS

AMOUNT: \$346.29



# INVOICE

Cooley Pumping LLC  
 & Cooley Sanitation LLC  
 27060 250th St  
 Grundy Center, IA 50638  
 Tel: (319) 345-6080  
 Fax: (319) 345-6081

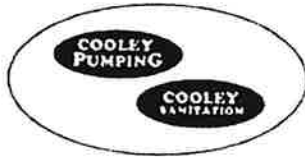
City of Cedar Falls Code Enforcement  
 220 Clay St  
 greg.rekward@cedarfalls.com  
 Cedar Falls, IA 50613

Invoice #: 115319  
 Invoice Date: Dec 11, 2020  
 Page #: 1  
 PO Number: Case #01071CFCICV14

Service Date	Type	Job Site Information/Description	Quantity	Amount
		(11) City of Cedar Falls 2520 Central Ave Rhonda Sue Parker Cedar Falls, IA 50613 PO Number: Case #01071CFCICV141197		
Dec 11, 2020		Labor>- Work Order 5105 **1 man on-site to pickup debris	1.00	\$ 50.00
Dec 11, 2020		Hopper-load Pickup>- Work Order 5106 **hopper-loads of debris transferred from Tommy truck to garbage truck (off-site)	2.00	\$ 70.00
Dec 11, 2020		Tire Disposal>- Work Order 5108	9.00	\$ 90.00
Dec 11, 2020		Machine/Equipment Charge>- Work Order 5107 **use of Tommy-lift pickup (to haul debris/tires collected from site)	1.00	\$ 100.00
		Invoice Total		\$ 310.00

INVOICE QUESTIONS EMAIL ADDRESS - deb@cooleypumping.com TERMS - INVOICES ARE DUE UPON RECEIPT. Please pay from this invoice as no statement will be sent. 1.5% (18% APR) finance charge (\$1.50 minimum per month) will be added to any balance 30 days or more past due.

REMITTANCE ADVICE - PLEASE RETURN WITH YOUR PAYMENT



Customer Name: City of Cedar Falls Code Enforcement  
 Customer #: 007987 - 000011  
 Invoice #: 115319  
 Invoice Date: Dec 11, 2020  
 PO Number:  
 Invoice Total: \$ 310.00

Cooley Pumping LLC  
 & Cooley Sanitation LLC  
 27060 250th St  
 Grundy Center, IA 50638

Please write in amount of payment enclosed



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

SECOND LEGAL NOTICE OF
NUISANCE TO BE ABATED: ILLEGAL STORAGE OF MATERIALS

EFFECTIVE DATE OF THIS NOTICE: 9/18/2020 Case # 20-0441-STRG
DATE OF FIRST NOTICE: 9/10/2020
PROPERTY ADDRESS: 2520 Central Ave
Cedar Falls, IA 50613

Rhonda S Parker
116 E Elm St Apt 103
West Union, IA 52175

You were provided with a Legal Notice of Nuisance to Be Abated on 9/17/2020. You have not complied with that notice and the violations cited below and have failed to complete the required improvements and corrections. The following deficiencies have been observed: storage of miscellaneous debris as listed in 15-2(22).

Table with 3 columns: Code Section, Nature of the Violation, and Comply By. Row 1: IACF 15-2(22) Illegal Storage of Materials, It is a violation of the IACF Municipal Code for any person to store in outdoor areas or in structures not totally enclosed building materials not part of an active building project authorized by a current city building permit; abandoned, inoperable vehicles or junk vehicles as defined in section 18-36; non-registered or unlicensed vehicles; auto parts; miscellaneous steel, plastic, rubber or metal parts or junk; tires; packing boxes; wooden pallets; tree limbs; brush piles; discarded lumber; broken or unused furniture and appliances; any upholstered or finished furniture intended for indoor usage; other broken or unused household furnishings or equipment; plastic tarps, trash bags containing leaves, debris, garbage or other items; trash and garbage not properly contained within a trash disposal container; any other discarded or miscellaneous item or items not normally required in the day to day use of the exterior area of the property, when stored continuously in excess of 48 hours on any portion of any property outside of a totally enclosed structure located on the property., 10/02/2020

Failure to take corrective action will result in a citation for a municipal infraction in violation of Cedar Falls City Ordinance Section 15-2(22).

If you dispute this citation, you will be required to appear in court to defend yourself. If you are found guilty, a municipal infraction could result in a fine of \$500.00 for a first offense and a fine of \$750.00 for a second and subsequent offense. In addition, the court may order you or the City to remove and cleanup the illegally stored

OUR CITIZENS ARE OUR BUSINESS

items at your expense.

**Please contact me at (319) 268-5186 to discuss a schedule for correction of this nuisance no later than 10/2/2020. If you do not comply with this final notice, you will be issued a citation.**

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long horizontal flourish extending to the right.

Officer Greg Rekward  
Code Enforcement Officer

E-FILED 2020 NOV 12 3:38 PM BLACKHAWK - CLERK OF DISTRICT COURT

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

CEDAR FALLS CITY OF

Plaintiff

vs

RHONDA SUE PARKER

Defendant

Case No: 01071CFCICV141197

JUDGMENT AND  
ORDER TO ABATE

Charge:

CITY OF CEDAR FALLS ORDINANCE 15-2(22): Illegal Storage of Tires and Debris

Defendant failed to appear. The Court has entered a consent judgment against the Defendant.

**IT IS THEREFORE ORDERED** that Defendant is found guilty. The Court assesses a civil penalty of \$500.00 plus court costs.

**IT IS FURTHER ORDERED** that Defendant is to make payments of no less than \$50.00 per every 30 days and every 30 days thereafter until paid in full beginning December 12, 2020.

**IT IS FURTHER ORDERED** that Defendant is given 10 days to abate the nuisance. If the nuisance is not corrected, the City/County has the authority to clean the property/correct the nuisance and assess costs against the property.

**IT IS FURTHER ORDERED** that Defendant shall keep the property in compliance with local ordinances.

DATED this 12th day of November, 2020

Copies to:

Defendant

Counsel for Plaintiff











**DEPARTMENT OF COMMUNITY DEVELOPMENT**

VISITORS, TOURISM AND CULTURAL PROGRAMS  
6510 HUDSON ROAD  
CEDAR FALLS, IOWA 50613  
PH: 319-268-4266  
FAX: 319-277-9707

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Robert M Green and City Council  
**FROM:** Kim Manning  
**DATE:** March 4, 2021  
**SUBJECT:** UNI GeoTREE Imagery Project with Visitors and Tourism

The Visitors and Tourism Division wishes to engage the UNI GeoTREE Center to produce 360° photography of the McLeod Center, UNI-Dome, Gallagher Bluedorn Performing Arts Center, Bien VenU Event Center and Cedar Falls Convention & Events Center. Students will be doing the work under the supervision of John DeGroot, director of the GeoTREE Center, and the resulting images will be used to promote these spaces to generate tourism to the City.

You will find a partially executed agreement attached. UNI requested we waive our usual insurance requirements outlined in item 10. The City's Risk Management Committee agreed to the request during their meeting on March 2, 2021. Kevin Rogers has reviewed and approved the agreement as well.

Please approve this project by signing the attached agreement.

Thank you.

Cc: Stephanie Houk Sheetz, Community Development Director

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

This Agreement is by and between University of Northern Iowa ("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 at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

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

### 3.0. Taxes.

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

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

### 4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights. : " City hereby grants Contractor royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use any invention, improvement, discovery or innovation resulting from work performed under this Contract for Contractor's normal scholarly purposes."

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

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

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

### 5.0. Termination.

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

is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

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

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

9.0. Indemnification.

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

9.2. Intentionally left blank.

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

10.0. Insurance.

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

Insurance requirement waived: Kim Manning, Parks, Tourism and Cultural Programs Manager (Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

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

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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



19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

Since exact locations are yet to be determined, UNI GeoTREE agrees to capture 10-30 photos at a minimum of four locations.

25.0. Notices.

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

City:	Contractor:
Name: Kim Manning	Name: Tolif Hunt
Title: Visitors, Tourism and Cultural Programs Manager	Title: Director Research and Sponsored Programs
Address: 6510 Hudson Road	Address: Cedar Falls, IA 50613 213 E Bartlett Hall Cedar Falls, IA 50614-0394
Telephone: 319-268-4266	Telephone: 319-273-3025
Email: kim@cedarfallstourism.org	Email: Tolif.Hunt@uni.edu

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

CONTRACTOR

University of Northern Iowa

**Tolif R Hunt**

Digitally signed by Tolif R Hunt  
Date: 2021.02.26 09:14:24 -06'00'

By: \_\_\_\_\_

Its: Director of Research & Sponsored Programs

Date: \_\_\_\_\_

CITY OF CEDAR FALLS, IOWA

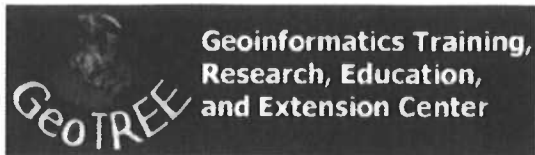
By: \_\_\_\_\_

Robert M. Green, Mayor

Attest: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

Date: \_\_\_\_\_



Capturing and publishing 360° imagery and video from Cedar Falls landmarks and developing multi-media virtual tour

Proposal to Cedar Falls Visitor & Tourism Bureau

UNI GeoTREE Center

January 6, 2021

### **Background and Purpose:**

The University of Northern Iowa GeoInformatics Training, Research, Education, and Extension Center has developed a set of workflows, processes, and software that allow efficient capture, editing, and publishing of high-quality 360° imagery and video and the building of these and other text, links, and videos into a visually appealing multi-media virtual tours. The UNI GeoTREE Center has effectively applied these workflows and software to the UNI campus, for the Cedar Valley trail network, two Iowa state parks, the City of Cedar Falls Hearst Arts Center, and the Ice House Museum in Cedar Falls.

This document serves as a proposal for the GeoTREE Center to carry out similar work to capture 360° imagery and video for selected tourism and business landmarks in the City of Cedar Falls.

### **Previous projects and general workflow:**

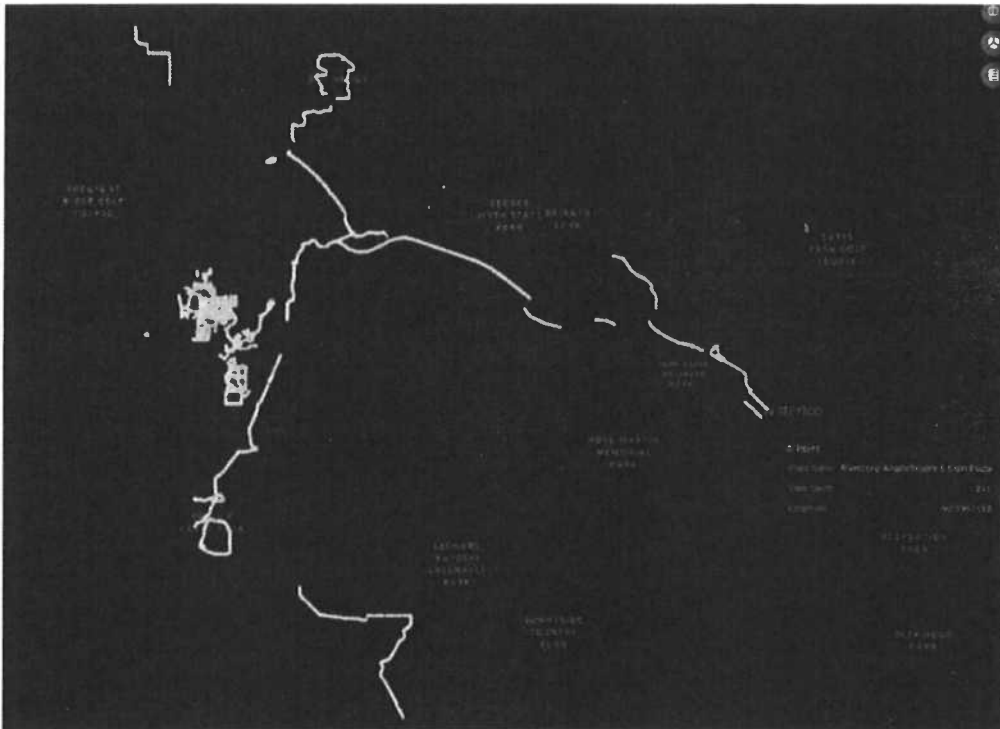
In the summer and fall of 2019, the GeoTREE Center captured, edited and published >2000 360° images across the UNI campus mainly from the sidewalk network and natural trail systems on campus. Also mainly in 2018 (summer/fall/winter 2019), in a similar effort, the GeoTREE Center captured and published ~1800 360° images from the local recreational trail network. Figure 1 shows locations of images published to Google Street View. There also have been a couple other one-off small projects that the GeoTREE Center worked on with local collaborators – the City of Cedar Falls owned Hearst Center for the Arts and the Cedar Falls Historical Society Ice House Museum. Each published image has an accessible web address (URL).

The GeoTREE Center has a refined workflow for capturing, editing, and publishing 360° imagery. They have partly automated the publishing process and developed automated client-side application to return statistics from Google concerning number of views for each individual image.

The general workflow follows these steps:

- Capture images using one of the cameras (presently the GeoTREE Center has Insta360 Pro, Insta360 One X, and GoPro Fusion).

- Render 360° images in relevant camera software
- Edit in Photoshop (remove tripod, photographer)
- Publish to Google StreetView
  - This step is mainly automated through Google Street View API although requires some manual checking, editing through the Google Street View app
- Check statistics as needed
  - This is done with a complete client side application that the GeoTREE Center returns a table that contains the following attributes
    - Photo ID (Google), Place ID (Google), Place Name, View Count, Longitude, Latitude, and the URL for the photo



**Figure 1:** Locations of 360° photos captured, edited, and published to Google Street View from both the UNI campus and the local trail networks.

As of January 6, 2021, the GeoTREE Center has published 5,017 photos and Google reports a total of 3,084,479 total views for those photos.

The figures below show a few examples of photos published to Google Street View with the date of publishing, the number of views, and the link to the photo. The majority of photos the GeoTREE Center has captured and published have been from outdoor settings although indoor examples are given below.

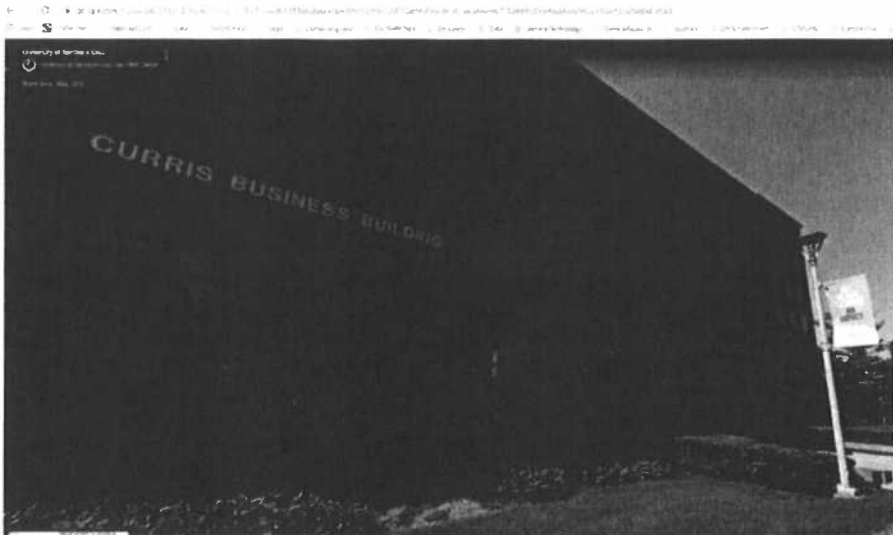


Photo published May 2018 outside UNI Curris Business Building and Google reports 114,542 views – [link](#)



Photo from UNI ITTC building published July 2018 and Google reports 37,710 views – [link](#)



Photo from UNI Latham Hall building published August 2018 and Google reports 22,276 views – [link](#)



Photo from outside UNI Dome/Mcleod Center published June 2018 and Google reports 16,799 views – [link](#)



Photo from outside Hearst Center published June 2018 and Google reports 3,996 views – [link](#)

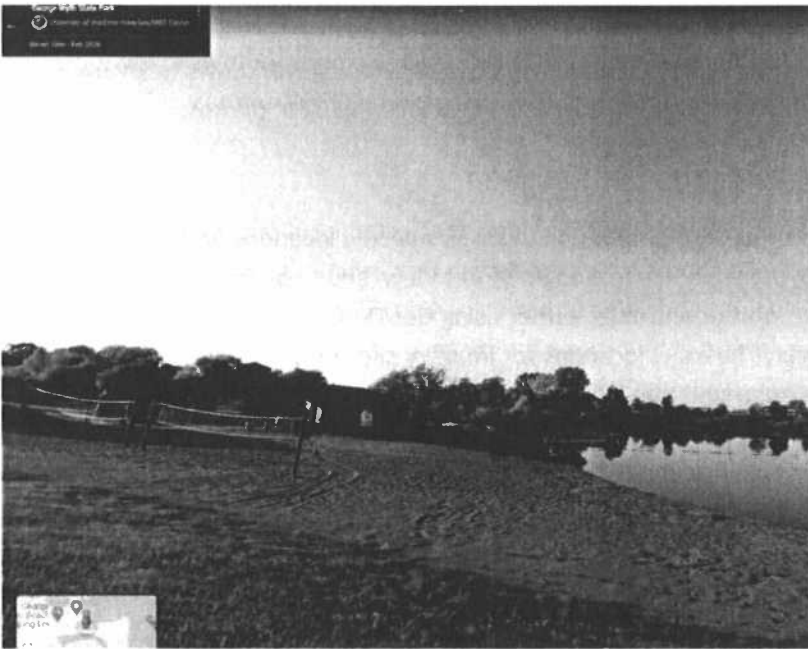
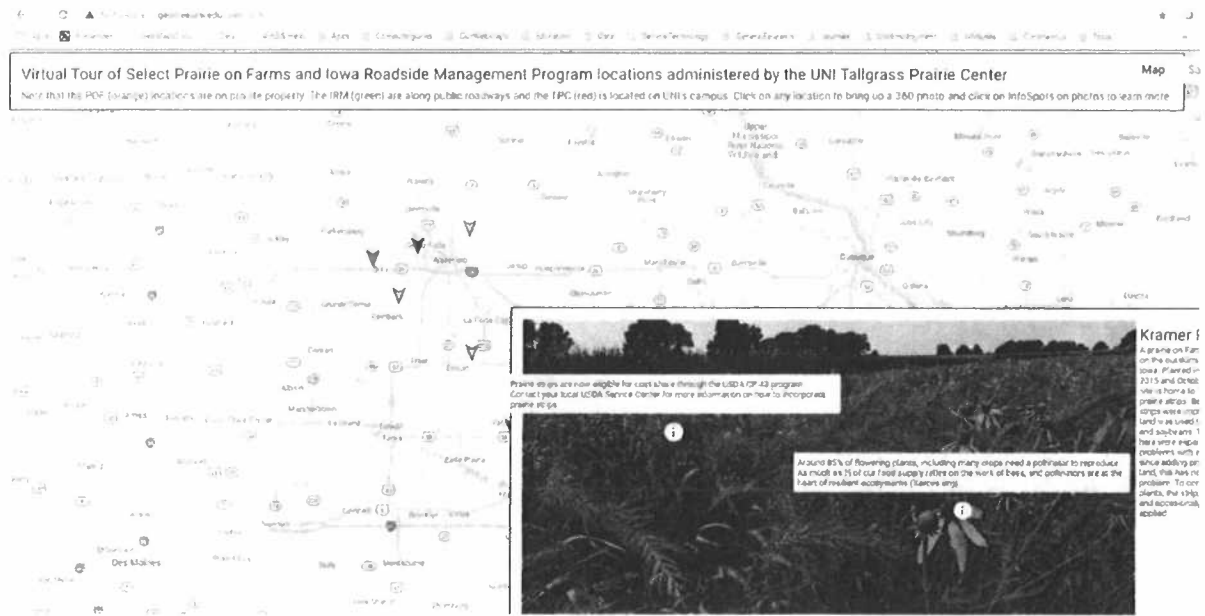


Photo from George Wyth State Park published February 2020 and Google reports 2,514 views – [link](#)

The UNI GeoTREE Center has also developed their own virtual tour software with map-based interface that allows a user to bring up 360° photos which can have info-spots within the imagery (see below). The GeoTREE Center has developed several basic applications using that software ([George Wyth State Park](#), [Palisades State Park](#), [UNI TPC](#)).



In addition to this custom software, the GeoTREE Center has been developing workflows to leverage Google Earth Studio and Voyager to build custom virtual tours that leverage 360° photos.

**Proposed work:**

The GeoTREE Center proposes capturing 360° photos and video at selected locations (indoors and outdoors) in Cedar Falls, publishing those photos to Google Street View, and to building a basic virtual tour application leveraging the 360° photos and video either using GeoTREE’s bespoke software or using something like Google Earth Voyager. The exact locations for imagery capture will be decided after discussion between the GeoTREE Center and the Cedar Falls Visitor and Tourism Bureau (CFVTB). The CFVTB have indicated that they are especially interested in the UNI Mcleod Center, Gallagher Bluedorn Performing Arts Center, Holiday Inn & Suites and Bien VenU Event Center, Hilton Garden Inn, and the Cedar Falls Convention Center.

The GeoTREE Center proposes completing the following work:

- Capture 360° photos at each of the locations. There will likely be approximately 10-30 photos captured at each location.
- Edit those 360° photos to remove tripod/photographer if needed
- Publish those 360° photos to Google Street View (include Place Name = to the relevant location to assist in Google Searches – example below)



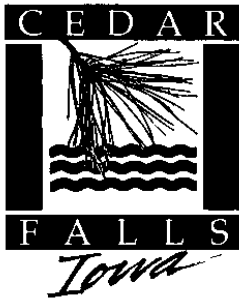


- Capture short 360° video from locations as desired by location manager and CFVTB
- Build a basic virtual tour for the CFVTB
- Report of view count results delivered as tabular and spatial data including location, place name, view count, and URL to actual photo on Google Street View

**Budget, timeline, and deliverables:**

The GeoTREE Center proposes to complete the project by June 30, 2021. Image capture/processing and publishing to Google Street View will take place somewhat simultaneously or shortly after image capture. The virtual tour will be built in June 2021. By the end of June 2021 reports will be generated on number of Google Street View views.

The project requests a total funding of \$1,000 including \$900 for labor (45 hours @ \$20/hour), \$26 for travel (95 miles at \$0.28/mile), and an indirect cost rate of 8% (\$74).

**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 Robert Green

**FROM:** Jamie Castle, AIA  
Building Official

**DATE:** March 8, 2021

**SUBJECT:** Cedar Falls Public Safety Building  
Project No: 023069  
Project Final Acceptance – Architect

Invision Architecture was contracted to complete the design of the Public Safety Building. Their contract included design, bidding, construction administration, and record drawings for a total contract amount of \$695,185.69. After construction was complete there were several items that required oversight from the Architect and the final payment was held until the project was complete. With these items now complete we are ready for final acceptance from Council of the Architect's contract and release of final payment.

Attached please find the following document:

- Final invoice of \$7,0000.

XC: Stephanie Sheetz, Community Development Director  
Lisa Roeding, Finance Manager

# INVISION

PLANNING | ARCHITECTURE | INTERIORS

PO BOX 1800  
WATERLOO, IA 50704-1800

Cedar Falls Public Works  
craig.witry@cedarfalls.com  
Craig Witry

Invoice number 1030687  
Date 04/30/2020

Project 17007 CEDAR FALLS PUBLIC SAFETY

xc: Benjamin.Wilkens@cedarfalls.com

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
<b>Schematic Design</b>	115,236.83	100.00	115,236.83	115,236.83	0.00
<b>Design Development</b>	115,236.38	100.00	115,236.38	115,236.38	0.00
<b>Construction Documents</b>	172,855.74	100.00	172,855.74	172,855.74	0.00
<b>Bidding/Negotiations</b>	28,809.96	100.00	28,809.96	28,809.96	0.00
<b>Construction Administration</b>	144,046.78	100.00	144,045.30	144,045.30	0.00
<b>Record Documents</b>	7,000.00	100.00	0.00	7,000.00	7,000.00
<b>Furniture Design (Estimated Fee)</b>	24,500.00	100.00	24,499.95	24,499.95	0.00
<b>Specialty Consultant</b>	87,500.00	100.00	87,497.66	87,497.66	0.00
<b>Total</b>	<b>695,185.69</b>	<b>100.00</b>	<b>688,181.82</b>	<b>695,181.82</b>	<b>7,000.00</b>

Invoice total **7,000.00**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1030687	04/30/2020	7,000.00	7,000.00				
	<b>Total</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Approved by:

Bradly D. Leeper  
Partner, AIA

DESCRP.: Public Safety Bldg  
 ACCT. #: 443-1220-431-98-40  
 PROJ. #: 023 069  
 APPROVE: [Signature]  
 DATE: 3.8.2020

# INVISION

PLANNING | ARCHITECTURE | INTERIORS

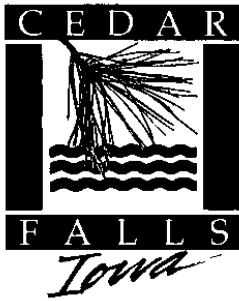
PO BOX 1800  
WATERLOO, IA 50704-1800

Cedar Falls Public Works  
Project 17007 CEDAR FALLS PUBLIC SAFETY

Invoice number 1030687  
Date 04/30/2020

*When you provide a check as payment, you authorize us either to use information from your check to make one-time electronic fund transfer from your account or to process the payment as a check transaction.*

DATE: \_\_\_\_\_  
ACCT #: \_\_\_\_\_  
PROJ. #: \_\_\_\_\_  
APPROVE: \_\_\_\_\_  
PRINTED: \_\_\_\_\_



## 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 Robert Green

**FROM:** Jamie Castle, AIA  
 Building Official

**DATE:** March 8, 2021

**SUBJECT:** Cedar Falls Public Safety Building  
 Project No: 023069  
 Project Final Acceptance – General Contractor

The City of Cedar Falls Public Safety Building project was contracted with Peters Construction for a total construction cost, including change orders, of \$7,504,947.46. This project was substantially complete in July of 2019. At that time a punch list was completed and several issues were found. Due to these issues we have held a portion of the retainage, \$30,000.00, until the work was corrected. In February 2021 these corrections were completed and approved by the Architect and City Staff. This project is now ready for final acceptance from Council. Please find the following final documents:

- Final Pay Application from Peters Construction (releases retainage)
- Final Lien Waivers

**XC:** Stephanie Sheetz, Community Development Director  
 Lisa Roeding, Finance Manager



# AIA

## Document G702™ - 1992

### Application and Certificate for Payment

**TO OWNER:** City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

**PROJECT:** CF Public Safety Facility

**FROM CONTRACTOR:** Peters Construction Corporation  
901 Black Hawk Road  
Waterloo, IA 50701

**VIA ARCHITECT:**

901 Black Hawk Road  
Waterloo, IA 50701

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
AIA Document G703™, Combination Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 7,392,651.00

2. NET CHANGE BY CHANGE ORDERS ..... \$ 112,296.46

3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 7,504,947.46

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 7,504,947.46

#### 5. RETAINAGE:

a. \_\_\_\_\_ % of Completed Work

(Column D + E on G703)

b. \_\_\_\_\_ % of Stored Material

(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 7,504,947.46

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 7,474,947.46

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 30,000.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 0.00

(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>
NET CHANGES by Change Order	\$	\$

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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**APPLICATION NO:** 26  
**PERIOD TO:** 2/28/2021  
**CONTRACT FOR:**  
**CONTRACT DATE:**  
**PROJECT NOS:** 1714600

**Distribution to:**  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

**DESCRIP.:** Public Safety Bldg  
**ACCT. #:** 443-1220-431-985  
**PROJ. #:** 023009  
**APPROVE:** [Signature]  
**DATE:** 3.8.2021

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Peters Construction Corporation  
 By: [Signature]  
 State of: Iowa  
 County of: Black Hawk  
 Subscribed and sworn to before me this 26 day of February

Notary Public: Rachael Brenden  
 My commission expires: October 25, 2022

Rachael Brenden  
 Iowa Notarial Seal  
 Commission number 765252  
 My Commission Expires 10/25/22

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED:** \$ 30,000

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**  
 By: [Signature]  
 Date: 3/2/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# AIA Document G703™ -- 1992

## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 26  
 APPLICATION DATE: 2/26/2021  
 PERIOD TO: 2/28/2021  
 ARCHITECT'S PROJECT NO: 1714600

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
010	General Requirements	169,607.42	169,607.42				169,607.42	100.00	
020	Bonds & Insurance	73,926.00	73,926.00				73,926.00	100.00	
030	Allow#1 Architect/Gen Cnstrcn								
040	Allow#2 Mechanical Allowance								
050	Allow#3 Electrical Allowance								
060	Allow#4 Environmental Graphic								
070	Interior Demolition	14,245.92	14,245.92				14,245.92	100.00	
080	Exterior Demolition	8,174.40	8,174.40				8,174.40	100.00	
090	Concrete Foundations	209,549.60	209,549.60				209,549.60	100.00	
100	Concrete Flr Slabs, Stairs& Top	119,225.60	119,225.60				119,225.60	100.00	
110	Concrete Miscellaneous	10,202.40	10,202.40				10,202.40	100.00	
120	Concrete Reinforcement	27,544.40	27,544.40				27,544.40	100.00	
130	Concrete Floor Polish	9,977.76	9,977.76				9,977.76	100.00	
140	Precast Hollow Core Plank	112,536.32	112,536.32				112,536.32	100.00	
150	Precast Wall Panels	232,244.48	232,244.48				232,244.48	100.00	
160	Masonry	401,304.80	401,304.80				401,304.80	100.00	
170	Structural Steel & Misc. Steel	401,391.12	401,391.12				401,391.12	100.00	
180	Rough Carpentry	52,943.28	52,943.28				52,943.28	100.00	
190	Finish Carp&Manufctur Casewor	172,612.96	172,612.96				172,612.96	100.00	
200	Sheet Waterproofing	28,653.04	28,653.04				28,653.04	100.00	
210	Thermal Insulation	47,687.12	47,687.12				47,687.12	100.00	
220	Weather Barriers	32,169.28	32,169.28				32,169.28	100.00	
230	Composite & Terra Cotta Panels	522,080.00	522,080.00				522,080.00	100.00	
240	EPDM Roofing	249,600.00	249,600.00				249,600.00	100.00	
250	Flashing & Sheet Metal	21,164.00	21,164.00				21,164.00	100.00	
GRAND TOTAL									

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DESCRIB.

10/21/95/CSM4



**AIA**

**Document G703™ - 1992**

**Continuation Sheet**

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars. Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:** 26  
**APPLICATION DATE:** 2/26/2021  
**PERIOD TO:** 2/28/2021  
**ARCHITECT'S PROJECT NO:** 228/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
260	Fire-stopping	14,768.00	14,768.00			14,768.00	100.00		
270	Joint Sealants	10,851.36	10,851.36			10,851.36	100.00		
280	HM Frame, Wood Door, Finish Ca	132,897.44	132,897.44			132,897.44	100.00		
290	Detention Frames & Doors	64,918.88	64,918.88			64,918.88	100.00		
300	Sectional Doors	85,173.92	85,173.92			85,173.92	100.00		
310	Alum Curtain Walls, Window, Glaz	273,728.00	273,728.00			273,728.00	100.00		
320	Skylights	22,172.80	22,172.80			22,172.80	100.00		
330	Metal Stud Framing&Drywall Wor	313,872.00	313,872.00			313,872.00	100.00		
340	Ceramic Tile	71,070.48	71,070.48			71,070.48	100.00		
350	Acoustical Ceilings	72,789.60	72,789.60			72,789.60	100.00		
360	Resilient Floor, Athletic Floor	78,312.00	78,312.00			78,312.00	100.00		
370	Painting/Fluid Applied Insulat	96,106.40	96,106.40			96,106.40	100.00		
380	Div 10 Specialties Items	36,493.60	36,493.60			36,493.60	100.00		
390	Roller Shades	12,064.00	12,064.00			12,064.00	100.00		
400	Elevator	82,161.04	82,161.04			82,161.04	100.00		
410	Fire Sprinkler System	75,054.72	75,054.72			75,054.72	100.00		
420	HVAC/Plumbing	1,127,994.75	1,127,994.75			1,127,994.75	100.00		
430	Electrical	872,854.83	872,854.83			872,854.83	100.00		
440	Earthwork/Erosion & Sediment	399,211.28	399,211.28			399,211.28	100.00		
450	Exterior Concrete Paving	261,444.56	261,444.56			261,444.56	100.00		
460	Bike Racks & Wheel Stops	1,916.72	1,916.72			1,916.72	100.00		
470	Landscap/Seed/Sod&Tree Grate	141,118.64	141,118.64			141,118.64	100.00		
480	Irrigation System	28,836.08	28,836.08			28,836.08	100.00		
490	Change Order #1	26,768.09	26,768.09			26,768.09	100.00		
500	Change Order #2	58,418.26	58,418.26			58,418.26	100.00		
GRAND TOTAL									

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**AIA**

**Document G703™ - 1992**

**Continuation Sheet**

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APPLICATION NO: 26  
 APPLICATION DATE: 2/26/2021  
 PERIOD TO: ARCHITECT'S PROJECT NO: 2/28/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H % <i>(G ÷ C)</i>	I BALANCE TO FINISH <i>(C - G)</i>	J RETAINAGE <i>(if variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD					
510	Change Order #3	14,205.18	14,205.18			14,205.18	100.00		
520	Change Order #4	4,442.41	4,442.41			4,442.41	100.00		
530	Change Order #5	11,581.01	11,581.01			11,581.01	100.00		
540	Change Order #6	57,391.73	57,391.73			57,391.73	100.00		
550	Change Order #7	83,244.30	83,244.30			83,244.30	100.00		
560	Change Order #8	4,136.55	4,136.55			4,136.55	100.00		
570	Change Order #9	5,840.16	5,840.16			5,840.16	100.00		
580	Change Order #10	2,332.35	2,332.35			2,332.35	100.00		
590	Change Order #11	4,397.57	4,397.57			4,397.57	100.00		
600	Change Order #12	6,202.20	6,202.20			6,202.20	100.00		
610	Change Order #13	3,162.08	3,162.08			3,162.08	100.00		
620	Change Order #14	7,931.24	7,931.24			7,931.24	100.00		
630	Change Order #15								
640	Change Order #16	7,481.00	7,481.00			7,481.00	100.00		
650	Change Order #17	14,762.33	14,762.33			14,762.33	100.00		
<b>Totals</b>									
GRAND TOTAL		7,504,947.46	7,504,947.46			7,504,947.46	100.00		

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**RELEASE AND CERTIFICATE OF FINAL PAYMENT**

Vendor: D & G Metal Works, Inc.

Contractor: Peters Construction Corporation

Project: CF Public Safety Facility 4600 South Main Street, Cedar Falls, IA 50613

Project #: 17-146

RECEIVED  
JAN 12 2021  
PETERS CONSTRUCTION

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$8,914.89 (Check No. 109592) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 12/17/2020.

D & G Metal Works, Inc.

Executed: 12/17/2020

By:

Please sign and return this lien waiver to:  
PETERS CONSTRUCTION CORP  
601 BLACK HAWK RD  
WATERLOO, IA 50701  
or pconstr@peters-bulk.com



RELEASE AND CERTIFICATE OF PAYMENT

Vendor: Whole Excavation, L.L.C.

Contractor: Peters Construction Corporation

Project: CF Public Safety Facility 4600 South Main Street, Cedar Falls, IA 50613

Project #: 17-146

RECEIVED  
NOV 24 2020  
PETERS CONSTRUCTION

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$2,955.36 (Check No. 109228) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 11/12/2020 minus retainage if applicable.

Whole Excavation, L.L.C.

Executed: 11/12/2020

By:

*Chris Fugard*  
Office Mgr

*still owes  
\$2500 in retainage*

Please sign and return this lien waiver to  
PETERS CONSTRUCTION CORP.  
801 BLACK HAWK RD.  
WATERLOO, IA 50701  
or [accounting@peters.build](mailto:accounting@peters.build)



**RELEASE AND CERTIFICATE OF PAYMENT**

Vendor: K & W Electric Inc.

Contractor: Peters Construction Corporation

Project: CF Public Safety Facility 4600 South Main Street, Cedar Falls, IA 50613

Project #: 17-146

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$5,000.00 (Check No. 109605) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 12/17/2020 minus retainage if applicable.

K & W Electric Inc.

Executed: 12/17/2020

By: *BS*  
Brian DeUnies, U.P.

Please sign and return this lien waiver to:  
PETERS CONSTRUCTION CORP  
901 BLACK HAWK RD.  
WATERLOO, IA 50701  
accounting@peters.build

# PETERS

**CONSTRUCTION CORPORATION**

**RELEASE AND CERTIFICATE OF FINAL PAYMENT**

Vendor: Artisan Ceiling Systems

Contractor: Peters Construction Corporation

Project: CF Public Safety Facility 4600 South Main Street, Cedar Falls, IA 50613

Project #: 17-146

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$1,682.49 (Check No. 109568) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

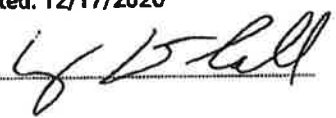
As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 12/17/2020.

Artisan Ceiling Systems

Executed: 12/17/2020

By: 

Please sign and return this lien waiver to:  
PETERS CONSTRUCTION CORP.  
501 BLACK HAWK RD.  
WATERLOO, IA 50701  
or accounting@peters.build



**RELEASE AND CERTIFICATE OF FINAL PAYMENT**

RECEIVED  
NOV 20 2020  
PETERS CONSTRUCTION

Vendor: Central States Concrete

Contractor: Peters Construction Corporation

Project: CF Public Safety Facility 4600 South Main Street, Cedar Falls, IA 50613

Project #: 17-146

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$3,508.03 (Check No. 109188) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 11/12/2020.

Central States Concrete

Executed: 11/12/2020

By:

RECEIVED  
NOV 20 2020  
PETERS CONSTRUCTION



RELEASE AND CERTIFICATE OF FINAL PAYMENT

Vendor: Whole Excavation, L.L.C.

Contractor: Peters Construction Corporation

Project: CF Public Safety Facility 4600 South Main Street, Cedar Falls, IA 50613

Project #: 17-146

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$2,500.00 (Check No. 109637) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 12/17/2020.

Whole Excavation, L.L.C.

Executed: 12/17/2020

By: [Handwritten signature: Chris Ferguson, Office Mgr]



Please sign and return this Lien Waiver to: PETERS CONSTRUCTION CORP, 601 BLACK HAWK RD, WATERLOO, IA 50704, [email: info@peterscorp.com]



**RELEASE AND CERTIFICATE OF PARTIAL PAYMENT**

CONTRACTOR: Peters Construction Corporation

PROJECT: CF Public Safety Facility  
4600 S. Main St., Cedar Falls, IA 50613

PROJECT #: 17-146

The Undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$20,000.00 (Estimate No. 25) as PARTIAL payment, under the Contract, the Undersigned hereby unconditionally releases and forever discharges the Owner, City of Cedar Falls and Peters Construction Corporation, and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the PARTIAL payment, the Contractor agrees to indemnify and to hold harmless the said Owner from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorney's fees arising out of or in connection with claims arise out of the Contractor's performance of the work and which may be asserted by the Contractor or any of its suppliers, subcontractors or any of their representatives, officers, agents, of employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guarantees and indemnities.

This Lien Waiver covers all work completed as of 11/11/2020. Executed this date 12/17/2020.

Peters Construction Corporation

By: 

Signer Name & Title: \_\_\_\_\_



# PETERS

**CONSTRUCTION CORPORATION**

## RELEASE AND CERTIFICATE OF FINAL PAYMENT

Vendor: Matthias Landscaping

Contractor: Peters Construction Corporation

Project: CF Public Safety Facility 4600 South Main Street, Cedar Falls, IA 50613

Project #: 17-146

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$1,620.21 (Check No. 109412) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 12/03/2020.

Matthias Landscaping

Executed: 12/03/2020

By: 

Please sign and return this lien waiver to:  
 PETERS CONSTRUCTION CORP  
 901 BLACK HAWK RD  
 WATERLOO, IA 50701  
 accounting@peters.build

# PETERS

**CONSTRUCTION CORPORATION**

RECEIVED

NOV 17 2020

PETERS CONSTRUCTION

### RELEASE AND CERTIFICATE OF PAYMENT

Vendor: K & W Electric Inc.

Contractor: Peters Construction Corporation

Project: CF Public Safety Facility 4600 South Main Street, Cedar Falls, IA 50613

Project #: 17-146

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$2,060.81 (Check No. 109203) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 11/12/2020 minus retainage if applicable.

K & W Electric Inc.

Executed: 11/12/2020

By: Brian DeUnies, U.P.


**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** March 11<sup>th</sup>, 2021

**SUBJECT:** Pheasant Hollow 7<sup>th</sup> Addition  
 Final Acceptance of Improvements  
 Project No. SU-379-3207

Construction work has been completed on the public improvements in the Pheasant Hollow 7<sup>th</sup> Addition. The project was designed by Clapsaddle-Garber Associates, Inc. and has been completed in accordance with the project plans and the City of Cedar Falls Standard Specifications. The project was inspected by the City of Cedar Falls Engineering Division.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process; and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the Maintenance Bond from the developer, White Coast LLC Series II, and the Final Plat for the Pheasant Hollow 7<sup>th</sup> Addition.

The Pheasant Hollow 7<sup>th</sup> Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for the Pheasant Hollow 7<sup>th</sup> Addition.

Matthew Tolan, EI, Civil Engineer II

**March 11, 2021**

Date

xc: Chase Schrage, Director of Public Works  
 David Wicke, P.E., City Engineer

SURETY BOND NO. #6134998482

**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

**White Coat LLC Series II**  
Ryan Borgwardt of White Coat Series II, LLC  
That we, \_\_\_\_\_, as Principal (hereinafter the "Principal") and **United States Fire Insurance Company**, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of one million two hundred twenty one thousand four hundred forty three and 35/100 dollars (\$ 1,221,443.35 ), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the \_\_\_\_\_ day of \_\_\_\_\_; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:  
Pheasant Hollow Seventh Addition  
Division 1 - Grading, Paving, & Earthwork

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

- I. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
  - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
  - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
  - C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
  - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 1st day of July, 2020.

Countersigned By:

N/A

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

**PRINCIPAL:**

**White Coat LLC Series II**

Ryan Borgwardt of White Coat Series II,

Principal

By:

Signature  
Manager

Title

**SURETY:**

**United States Fire Insurance Company**

Surety Company

By:

Signature of Attorney-in-Fact

**Craig Sherman-Attorney-in-Fact**

Printed Name of Attorney-in-Fact

**United States Fire Insurance Company**

Company Name

**305 Madison Avenue**

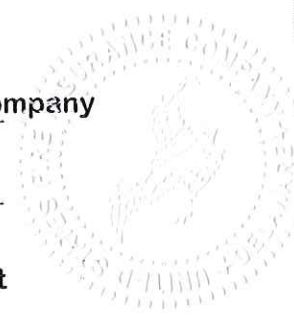
Company Address

**Morristown, NJ 07962**

City, State, Zip Code

**973-490-6669**

Company Telephone Number



**NOTE:**

1. All signatures on this Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

01262978-1\10283-000

STATE OF ILLINOIS (
COUNTY OF COOK ( SS

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of United States Fire Insurance Company Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of United States Fire Insurance Company Incorporated in the State of Delaware for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This

1st Day of July , 2020

My Commission Expires

[Handwritten signature of Karen N. Genoff]
NOTARY Karen N. Genoff



POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

Item 14.

07740

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Craig Sherman, Ted Sherman, Helen Nadirsha, Karen Genoff

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Eighty Five Million Dollars (\$85,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

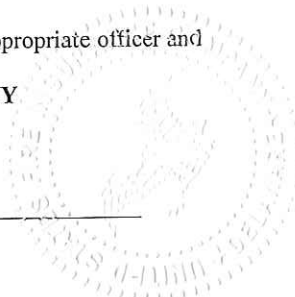
- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President



State of New Jersey }  
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2024  
No. 2163686

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 15<sup>th</sup> day of July 20 20

UNITED STATES FIRE INSURANCE COMPANY

Daniel Sussman, Senior Vice President





# FINAL PLAT PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M" PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA

### LEGAL DESCRIPTION

TRACT "M" PHEASANT HOLLOW SIXTH ADDITION,  
CITY OF CEDAR FALLS, IOWA FILE NO 2018-8122.

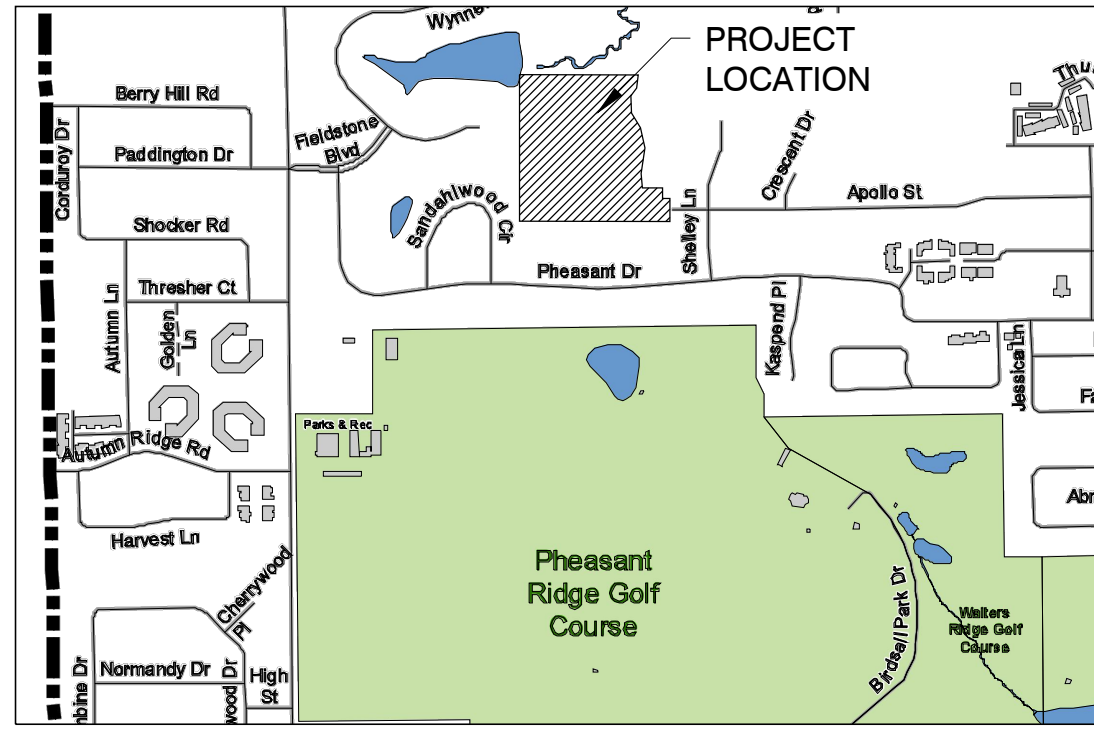
### SETBACK DATA

FRONT YARD = 20 FT  
REAR YARD = 30 FT  
SIDE YARD\* = 10% LOT WIDTH AT THE FRONT SETBACK LINE

\*LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOT AREA BY BEING ADDED TO AN ADJOINING LOT. SIDE YARD SETBACKS SHALL BE BASED ON OWNERSHIP/PROPERTY LINES RATHER THAN PLATTED LOT LINES.

### CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT  
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.



LINE DATA				
LINE NUMBER	(BEARING)	(DISTANCE)	BEARING	DISTANCE
L1	(S8°28'32"W)	(76.68')	S6°37'21"W	76.57
L2	(S36°56'37"W)	(56.82')	S37°08'56"W	56.75
L3	(S3°11'10"E)	(99.27')	S2°43'15"E	99.44
L4	(S31°04'16"E)	(100.00')	S31°07'37"E	100.11
L5	(S12°32'57"E)	(119.35')	S12°12'49"E	119.59
L6	(S8°14'38"W)	(149.14')	S8°21'15"W	148.97
L7	(S4°35'37"E)	(83.82')	S4°15'30"E	83.82
L8	(N89°55'08"E)	(117.89')	S89°44'46"E	117.61
L9	(S0°04'52"E)	(60.00')	S0°04'00"W	60.16
L10	(N89°55'08"E)	(43.19')	S89°50'17"E	43.16
L11	(S0°04'52"E)	(135.00')	S0°12'18"W	135.00
L12			N65°47'52"E	42.91
L13			N0°08'14"W	8.77
L14			N55°52'10"W	30.46
L15			N50°01'52"E	30.55
L16			S0°08'14"E	2.04
L17			S0°08'14"E	11.54

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	361.72'	230.00'	90°06'30"	S45°02'09"E	325.58'
C2	266.92'	170.00'	89°57'39"	N44°54'25"W	240.34'
C3	21.42'	25.00'	49°05'48"	S24°41'08"E	20.77'
C4	286.48'	59.00'	278°11'54"	S89°51'55"W	77.26'
C5	21.42'	25.00'	49°06'06"	N24°24'49"E	20.78'
C6	94.90'	230.00'	23°38'28"	N78°16'10"W	94.23'
C7	86.09'	230.00'	21°26'49"	N55°43'32"W	85.59'
C8	80.83'	230.00'	20°08'11"	N34°56'02"W	80.42'
C9	85.36'	230.00'	21°15'46"	N14°14'03"W	84.87'
C10	14.54'	230.00'	3°37'16"	N1°47'32"W	14.53'
C11	85.89'	59.00'	83°24'21"	N7°32'05"W	78.50'
C12	54.83'	59.01'	53°14'12"	N60°47'36"E	52.88'
C13	54.21'	59.00'	52°38'29"	S66°15'39"E	52.32'
C14	91.55'	59.01'	88°53'31"	S4°30'33"W	82.64'
C15	257.71'	170.00'	86°51'28"	S43°21'19"E	233.74'
C16	9.21'	170.00'	3°06'11"	S88°20'09"E	9.21'

### SURVEYOR

TRAVIS R. STEWART, P.L.S.  
CLAPSADDLE-GARBER ASSOCIATES  
5106 NORDIC DRIVE  
CEDAR FALLS, IOWA 50613  
(319)266-0258

### OWNERS OF RECORD

PHEASANT HOLLOW HOLDINGS INC  
9055 BEAVER MEADOWS LANE  
CEDAR FALLS, IA 50613

### ZONING INFORMATION:

CURRENT: RP (RESIDENTIAL PLANNED)

### FLOOD ZONE

(ZONE X)  
PANEL # 19013C0161F  
EFFECTIVE DATE: JULY 18, 2011

### SURVEY REQUESTED BY:

WHITE COAT SERIES II, LLC  
4426 WYNNEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

### NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

**LEGEND:**

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- ( ) RECORDED AS

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

Travis R. Stewart, PLS \_\_\_\_\_ date \_\_\_\_\_  
Iowa License Number 17162  
My License Renewal Date is December 31, 2021  
Pages or sheets covered by this seal: \_\_\_\_\_  
SHEET 1 OF 3, SHEET 2 OF 3, AND SHEET 3 OF 3

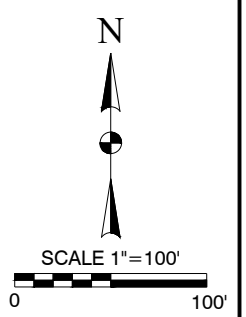
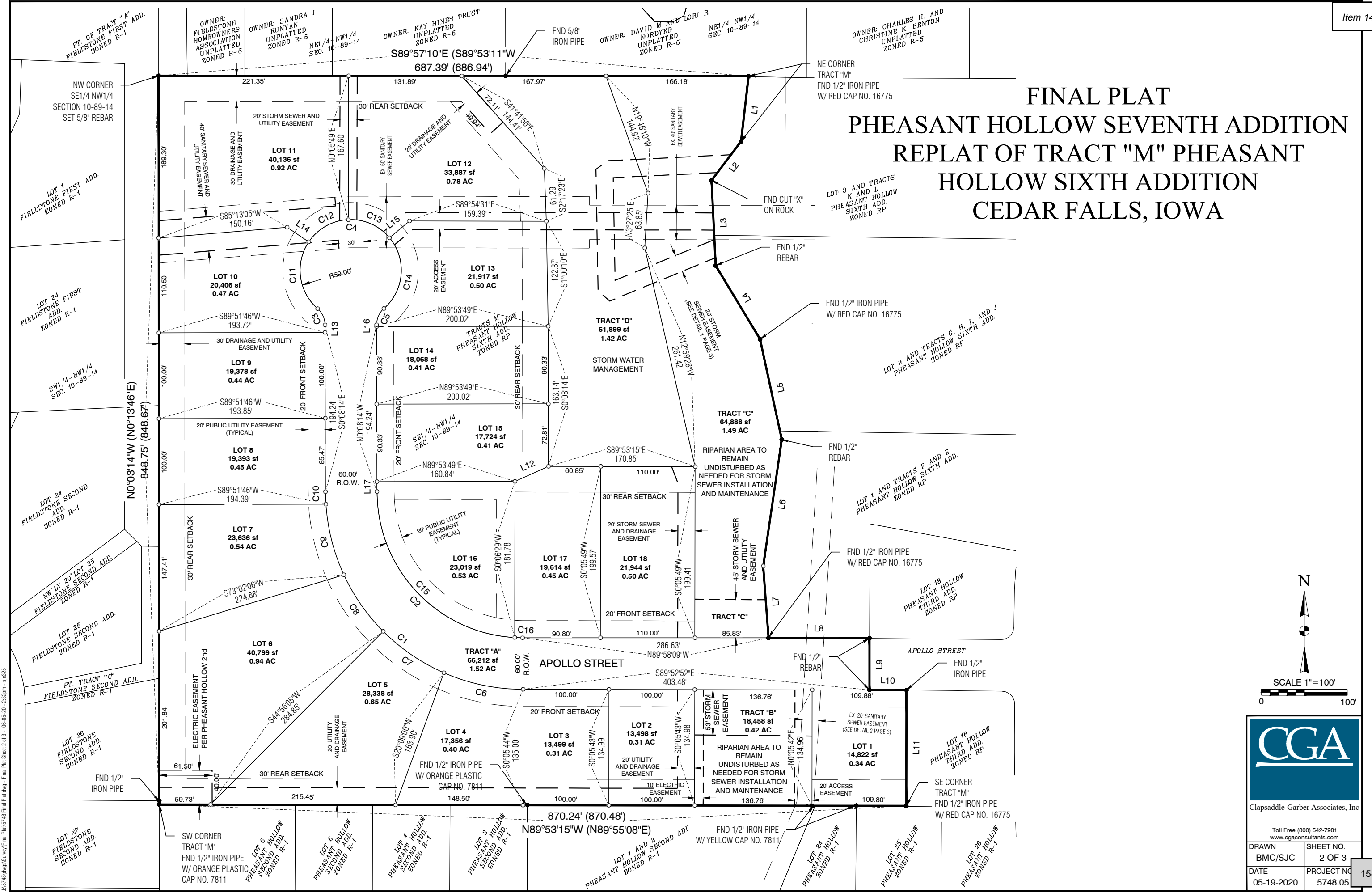
Clapsaddle-Garber Associates, Inc

Toll Free (800) 542-7981  
www.cgaconsultants.com

DRAWN	SHEET NO.
BMC/SJC	1 OF 3
DATE	PROJECT NO.
06-05-2020	5748.05

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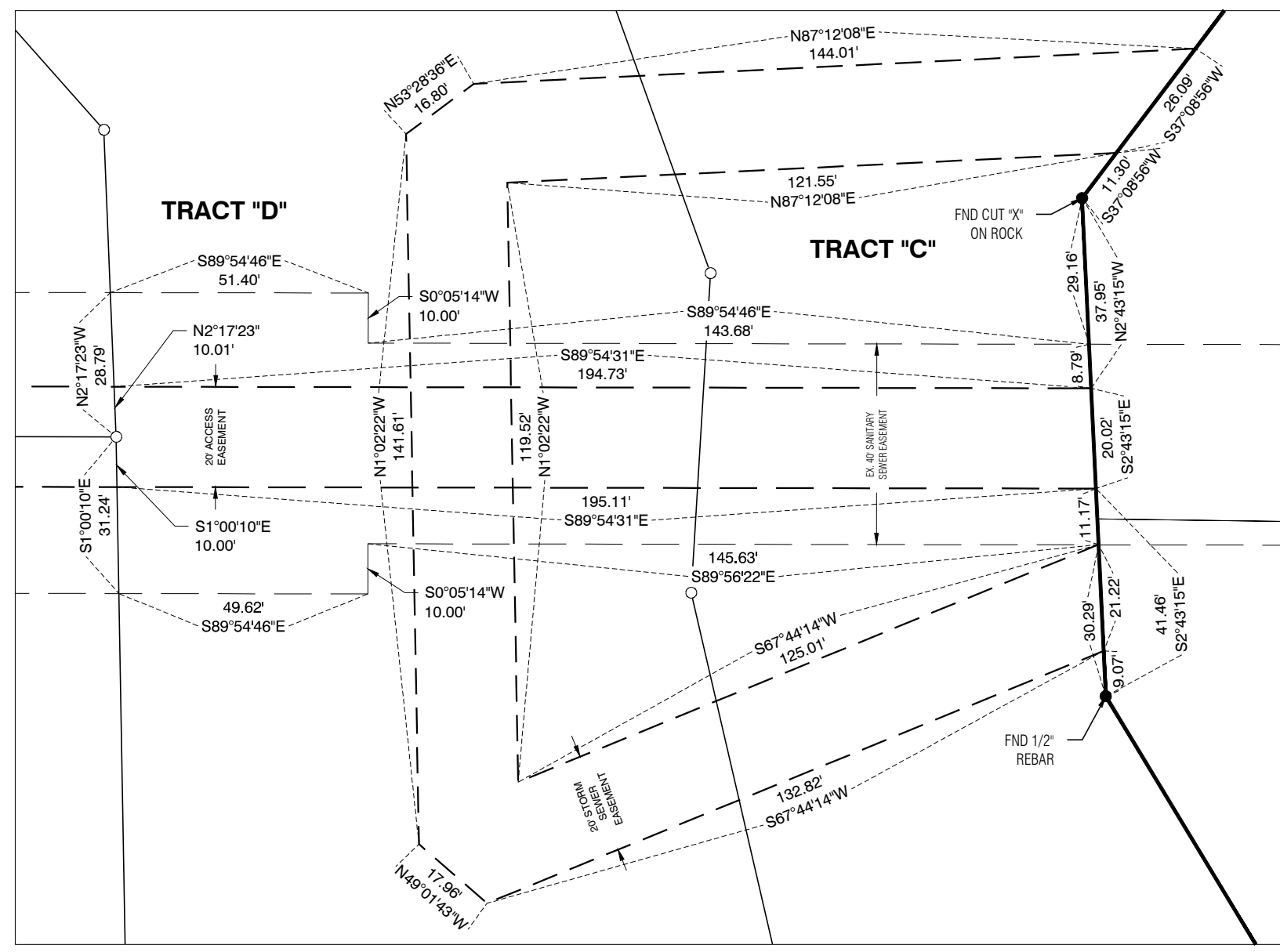
# FINAL PLAT PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M" PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA



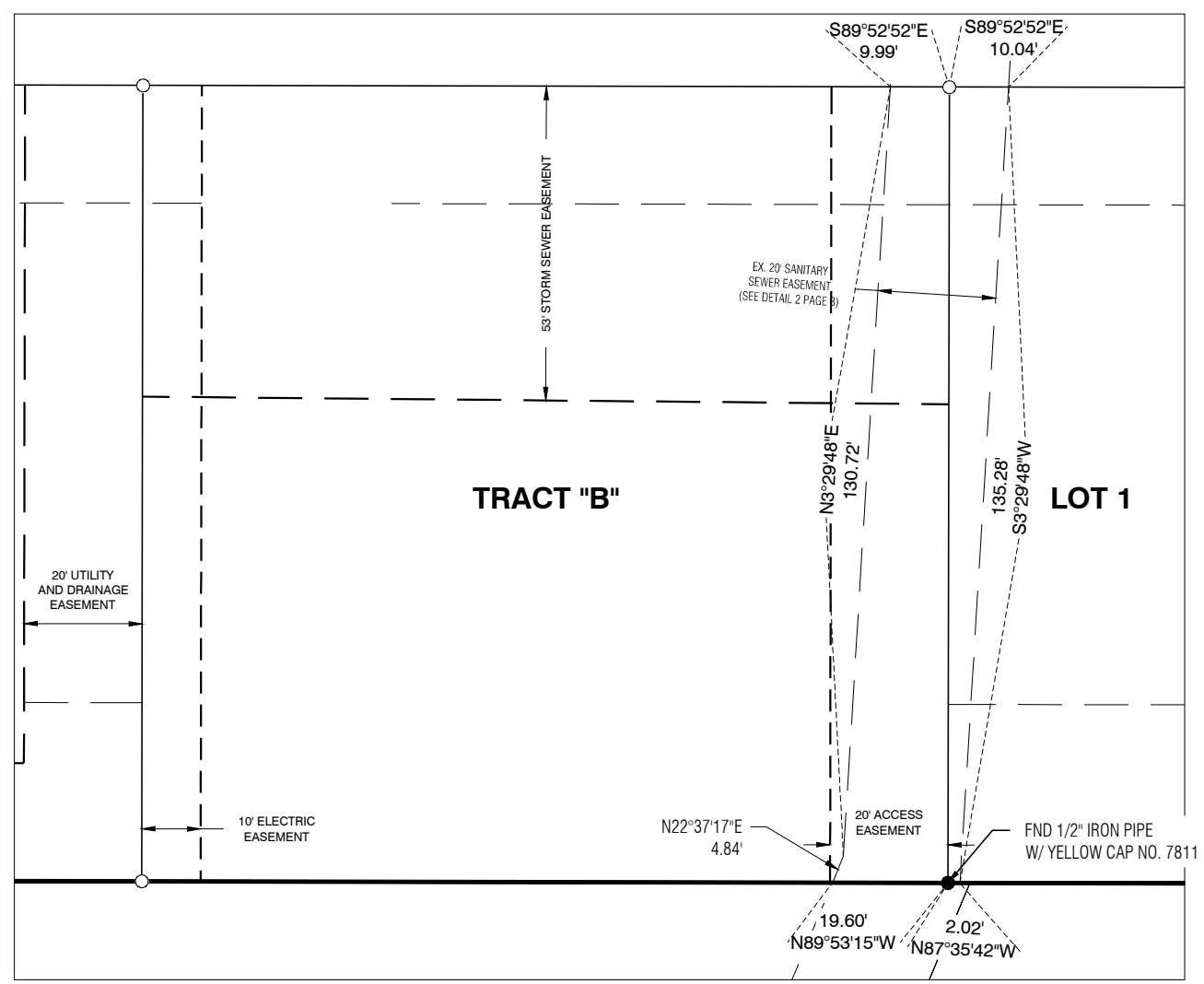
Clapsaddle-Garber Associates, Inc.	
Toll Free (800) 542-7981 www.cgaconsultants.com	
DRAWN BMC/SJC	SHEET NO. 2 OF 3
DATE 05-19-2020	PROJECT NO. 5748.05

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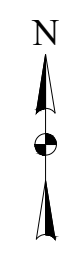
# FINAL PLAT - PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M" PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA



**DETAIL 1**  
1" = 30'



**DETAIL 2**  
1" = 30'



Clapsaddle-Garber Associates, Inc.

Toll Free (800) 542-7981  
www.cgaconsultants.com

DRAWN BMC/SJC	SHEET NO. 3 OF 3
DATE 05-19-2020	PROJECT NO. 5748.05

J:\5748\maps\Survey\Final Plats\5748 Final Plat.dwg - Final Plat Sheet 3 of 3 - 06-05-20 - 2:57pm - sjc325


**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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Ben Claypool, Civil Engineer II, PhD, EI

**DATE:** March 11, 2021

**SUBJECT:** Downtown Streetscape and Reconstruction Project  
 Project No. RC-000-3242  
 Contract Documents

Attached for your approval are the Form of Contract, the Performance, Payment, and Maintenance Bonds, Certificates of Insurance, and Form of Proposal with K. Cunningham Construction, Inc. for the construction of the Downtown Streetscape and Reconstruction Project Phase II.

The Department of Public Works recommends approving and executing the contract with K. Cunningham Construction, Inc. for the construction of the Downtown Streetscape and Reconstruction Project. This project generally consists of improvements to the Main St. Streetscape (300, 400 and 500 blocks), the reconstruction of E 3rd and E and W 4th Streets including streetscape improvements and the rehabilitation of W 5th Street including streetscape improvements. Streetscape improvements include the removal, disposal and installation of approximately 5,200 SY of brick pavers, installation of amenities, and several plantings. Reconstruction of the three blocks of 3<sup>rd</sup> and 4<sup>th</sup> Street will generally consist of the removal and installation of approximately 5,000 SY of 8" thick PCC pavement, 700 LF of watermain, and 1,000 LF of storm sewer. Rehabilitation of the one block of 5th Street will generally consist of 1,300 SY of HMA placement.

If you have any questions or comments feel free to contact me.

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

## FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

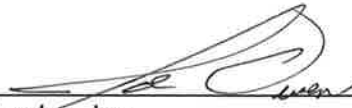
The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: DOWNTOWN STREETSCAPE AND RECONSTRUCTION, Project No(s). RC-000-3242 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 1<sup>st</sup> day of February 2021 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No(s). RC-000-3242 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

  
\_\_\_\_\_  
Contractor

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Robert M. Green, Mayor

Attest: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

## Performance, Payment and Maintenance Bond

SURETY BOND NO. 54-236218

KNOW ALL BY THESE PRESENTS:

That we, K. Cunningham Construction Co., Inc., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Million Three Hundred Ninety-two Thousand Nine Hundred Forty-eight & 23/100ths----- (\$2,392,948.23---), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

### **DOWNTOWN STREETSCAPE AND RECONSTRUCTION Project RC-000-3242**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in



the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No(s). RC-000-3242

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

K Cunningham Construction Co., Inc.  
Contractor

By:

  
Signature

\_\_\_\_\_  
Printed Name of Agent

President  
Title

\_\_\_\_\_  
Company Name

**SURETY:**

\_\_\_\_\_  
Company Address

United Fire & Casualty Company  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By:

  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
Company Telephone Number

Nancy D. Baltutat  
Printed Name of Attorney-in-Fact Officer

**FORM APPROVED BY:**

LMC Insurance & Risk Management  
Company Name

4200 University Avenue #200  
Company Address

\_\_\_\_\_  
Attorney for Owner

West Des Moines IA 50266  
City, State, Zip Code

515-244-0166  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Dept  
 118 Second Item 15.  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, NANCY D. BALTUTAT, PATRICK K. DUFF, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, CHRISTOPHER R. SEIBERLING, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this \_\_\_\_\_ day of \_\_\_\_\_, 20 21



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



**NOTEPAD:**

HOLDER CODE CITYCF3  
INSURED'S NAME K CUNNINGHAM CONSTRUCTION CO

KCUNN-1  
OP ID: JT

PAGE 2  
Date 03/08/2021

WHEN REQUIRED IN WRITTEN CONTRACT:  
CITY OF CEDAR FALLS, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS,  
ALL ITS EMPLOYEES AND VOLUNTEERS, ALL ITS BOARDS, COMMISSIONS AND/OR  
AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES, AND VOLUNTEERS, AND ALL  
ITS OFFICERS, AGENTS, AND CONSULTANTS, ARE INCLUDED AS ADDITIONAL INSUREDS  
WITH RESPECT TO LIABILITY ARISING OUT OF THE CONTRACTOR'S WORK AND  
SERVICES PERFORMED FOR THE JURISDICTION UNDER THE GENERAL LIABILITY POLICY  
PER CLCG0059, AUTOMOBILE PER CLCA2093. 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 PER CLCG0059  
CLCA2093.  
ADDITIONAL INSURED INCLUDING COMPLETED OPERATIONS PER CLCG2062.  
CANCELLATION NOTICE PER CLIL0012  
GOVERNMENTAL IMMUNITY PER CA3358  
WAIVER OF SUBROGATION PER CLCG0492, AUTO PER CLCA2093, WORK COMP PER  
WC000313, EXCESS PER CU2403

**FORM OF PROPOSAL  
DOWNTOWN STREETScape AND RECONSTRUCTION  
PROJECT NO. RC-000-3242  
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that K. Cunningham Construction Co., Inc. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the DOWNTOWN STREETScape AND CONSTRUCTION - PHASE II in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying will all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BASE BID					
BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
	Earthwork				
1	Clearing and Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00
2	Topsoil, Off-site	CY	100	\$ 75.00	\$ 7,500.00
3	Excavation, Class 10	CY	1,261	\$ 12.00	\$ 15,132.00
4	Excavation, Class 13	CY	452	\$ 15.00	\$ 6,780.00
5	Below Grade Excavation (Core Out)	CY	359	\$ 42.00	\$ 15,078.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
6	Subgrade Preparation, 12" Depth	SY	5,137	\$ 2.00	\$ 10,274.00
7	Subbase, Modified, 8" Depth	SY	5,154	\$ 9.00	\$ 46,386.00
8	Subbaes, 3/4" Road Stone, 8" Depth	SY	2,035	\$ 8.30	\$ 16,890.50
9	Subbase, 3/4' Road Stone, 2" Depth	SY	3,240	\$ 6.16	\$ 19,958.40
10	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00
11	Sampling and Testing For Petroleum Contamination (Remediation)	EA	1	\$ 6,500.00	\$ 6,500.00
12	Excavation and Disposal of Contaminated Soil	CY	163	\$ 100.00	\$ 16,300.00
	Trench and Trenchless Construction				
13	Trench Foundation	TON	277	\$ 25.90	\$ 7,174.30
14	Trench Compaction Testing	LS	1	\$ 7,500.00	\$ 7,500.00
	Sewers and Drains				
15	Storm Sewer, Trenched, PVC, 12" Diameter	LF	20	\$ 40.00	\$ 800.00
16	Storm Sewer, Trenched, RCP, 12" Diameter	LF	24	\$ 40.00	\$ 960.00
17	Storm Sewer, Trenched, RCP, 15" Diameter	LF	434	\$ 52.00	\$ 22,568.00
18	Storm Sewer, Trenched, RCP, 18" Diameter	LF	546	\$ 57.00	\$ 31,122.00
19	Storm Sewer, Trenched, RCP, 24" Diameter	LF	52	\$ 76.00	\$ 3,952.00
20	Storm Sewer, Trenched, RCP, 30" Diameter	LF	16	\$ 93.00	\$ 1,488.00
21	Linear Trench Drain	LF	20	\$ 175.00	\$ 3,500.00
22	Removal of Storm Sewer, All Types, All Sizes	LF	767	\$ 10.00	\$ 7,670.00
23	Subdrain, Type S, Corrugated Exterior and Smooth Interior Polyethylene, 6" Dia.	LF	2,596	\$ 11.50	\$ 29,854.00
24	Footing Drain Collector, PVC, 6" Diameter	LF	15	\$ 20.00	\$ 300.00
25	Subdrain Cleanout, Type A-1, 6" Diameter	EA	12	\$ 550.00	\$ 6,600.00
26	Subdrain Outlets and Connections CMP, 8" Dia. (Per CF Detail CFD.01)	EA	30	\$ 200.00	\$ 6,000.00
27	Drain Connections	EA	2	\$ 400.00	\$ 800.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
	Water Main and Appurtenances				
28	Watermain, Trenched, Polywrapped DIP Class 52 w/ Tracer Wire, 8" Dia.	LF	682	\$ 55.00	\$ 37,510.00
29	Fitting, 8" Tapping Sleeve and Valve	EA	1	\$ 4,100.00	\$ 4,100.00
30	Fitting, Solid Sleeve, 8" Diameter	EA	1	\$ 35.00	\$ 35.00
31	Fitting, 45 Degree Bend, 8" Diameter	EA	10	\$ 325.00	\$ 3,250.00
32	Fitting, 90 Degree MJ Bend, 8" Diameter	EA	6	\$ 350.00	\$ 2,100.00
33	Water Service Stub, Copper, Type K, 3/4" Diameter	EA	8	\$ 1,500.00	\$ 12,000.00
34	Water Service Stub, Copper, Type K, 3/4" Diameter	EA	3	\$ 2,000.00	\$ 6,000.00
35	Water Service Stub, Copper, Type K, 1" Diameter	EA	3	\$ 2,250.00	\$ 6,750.00
36	Water Service Stub, DIP, 4" Diameter	EA	4	\$ 5,000.00	\$ 20,000.00
37	MJ Gate Valve with box, 4" Diameter	EA	4	\$ 1,375.00	\$ 5,500.00
38	MJ Gate Valve with box, 8" Diameter	EA	4	\$ 2,000.00	\$ 8,000.00
39	Fire Hydrant Assembly	EA	3	\$ 6,100.00	\$ 18,300.00
40	Flushing Device (Blowoff), Temporary, 4" Diameter	EA	3	\$ 2,000.00	\$ 6,000.00
41	Valve Box Adjustment, Minor	EA	5	\$ 500.00	\$ 2,500.00
42	Fire Hydrant Removal	EA	3	\$ 2,500.00	\$ 7,500.00
	Structures for Sanitary and Storm				
43	Manhole, SW-401, Circular Storm, 48" Diameter	EA	3	\$ 2,200.00	\$ 6,600.00
44	Manhole, SW-401, Circular Storm, 60" Diameter	EA	1	\$ 3,000.00	\$ 3,000.00
45	Manhole, SW-401, Circular Storm, 72" Diameter	EA	1	\$ 4,800.00	\$ 4,800.00
46	Intake, SW-501, Single Grate	EA	4	\$ 3,200.00	\$ 12,800.00
47	Intake, SW-505, Double Grate	EA	6	\$ 4,200.00	\$ 25,200.00
48	Intake, SW-507, Single Open-throat Curb Intake, Small Box	EA	1	\$ 4,000.00	\$ 4,000.00
49	Intake, SW-511, Rectangular Area Intake	EA	3	\$ 3,200.00	\$ 9,600.00
50	Intake, Nyoplast Drain, Rectangular Sidewalk Area Intake, 12" Diameter	EA	5	\$ 2,150.00	\$ 10,750.00
51	Manhole or Intake Adjustment, Minor	EA	7	\$ 850.00	\$ 5,950.00



BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
52	Connection to Existing Manhole or Intake	EA	2	\$ 500.00	\$ 1,000.00
53	Remove Manhole	EA	6	\$ 750.00	\$ 4,500.00
54	Remove Intake	EA	11	\$ 750.00	\$ 8,250.00
55	Remove Sidewalk Intake	EA	3	\$ 500.00	\$ 1,500.00
	Streets and Related Work				
56	Pavement, PCC, 8" Depth	SY	4,733	\$ 53.25	\$ 252,032.25
57	Curb and Gutter, 2.5' Width, 8" Depth	LF	887	\$ 31.25	\$ 27,718.75
58	Curb and Gutter Removal	LF	321	\$ 15.00	\$ 4,815.00
59	Pavement, HMA, Wedge, 5" Depth	SY	251	\$ 115.00	\$ 28,865.00
60	HMA Overlay, 3" Depth	SY	1,081	\$ 26.00	\$ 28,106.00
61	Removal of Sidewalk	SY	5,518	\$ 14.50	\$ 80,011.00
62	Removal of Driveway	SY	366	\$ 4.50	\$ 1,647.00
63	PCC Sidewalk, 4" Depth	SY	47.4	\$ 110.00	\$ 5,214.00
64	PCC Sidewalk, 6" Depth	SY	18.2	\$ 126.00	\$ 2,293.20
65	Brick/Paver Sidewalk with 8" Depth Pavement Base	SY	128	\$ 225.51	\$ 28,865.28
66	Detectable Warning	SF	40	\$ 45.00	\$ 1,800.00
67	Driveway, Paved, PCC, 7" Depth	SY	263.6	\$ 60.00	\$ 15,816.00
68	Driveway, Paved, HMA, 7" Depth	SY	80	\$ 75.00	\$ 6,000.00
69	Driveway, Paved, PCC, 8" Depth	SY	43.6	\$ 75.00	\$ 3,270.00
70	Brick/Paver Sidewalk (Install Only)	SY	5,147	\$ 63.25	\$ 325,547.75
71	Full Depth Patches, PCC, 8" Depth	SY	170.6	\$ 140.00	\$ 23,884.00
72	Full Depth Patches, HMA, 5" Depth	SY	23.2	\$ 179.00	\$ 4,152.80
73	Milling, 3" Depth	SY	807	\$ 14.00	\$ 11,298.00
74	Pavement Removal	SY	5,295	\$ 5.00	\$ 26,475.00
75	PCC Base, 2'x2'x2', Non-reinforced	EA	2	\$ 1,250.00	\$ 2,500.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
	Traffic Control				
76	Painted Pavement Markings, Solvent/Waterborne	STA	34	\$ 50.00	\$ 1,700.00
77	Painted Symbols and Legends	EA	5	\$ 42.00	\$ 210.00
78	Temporary Traffic Control	LS	1	\$ 26,000.00	\$ 26,000.00
79	Safety Fence With Detectable Edging	LF	6,748	\$ 8.00	\$ 53,984.00
80	Street Sign Removal, Replacement, and Reinstallation	EA	8	\$ 350.00	\$ 2,800.00
81	Street Sign Removal and Reinstallation	EA	33	\$ 250.00	\$ 8,250.00
	Site Work and Landscaping				
82	Plants	LS	1	\$ 74,000.00	\$ 74,000.00
83	SWPPP Management	LS	1	\$ 8,000.00	\$ 8,000.00
84	Inlet Protection Device	EA	26	\$ 145.00	\$ 3,770.00
85	Inlet Protection Device, Maintenance	EA	26	\$ 25.00	\$ 650.00
86	Granular Backfill Material	TON	18	\$ 20.00	\$ 360.00
87	Concrete Wall	CY	3	\$ 4,600.00	\$ 13,800.00
88	PCC Edger, 1' width, 1' depth	LF	1,926	\$ 41.00	\$ 78,966.00
89	Planter Bed with Raised Curb	LF	315.0	\$ 62.00	\$ 19,530.00
90	Planter Bed with Flush Curb	LF	365.0	\$ 53.00	\$ 19,345.00
	Demolition				
91	Demolition Work	CY	10.0	\$ 600.00	\$ 6,000.00
	Miscellaneous				
92	Mobilization	LS	1	\$ 240,000.00	\$ 240,000.00
93	Maintenance of Postal Service	LS	1.0	\$ 3,000.00	\$ 3,000.00
94	Maintenance of Solid Waste Collection	LS	1	\$ 3,000.00	\$ 3,000.00
95	Temporary Commercial Access	SY	3,079	\$ 30.00	\$ 92,370.00
96	Concrete Washout	EA	4	\$ 750.00	\$ 3,000.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
97	Electrical Outlet Handholes	EA	42	\$ 450.00	\$ 18,900.00
98	Light Poles, Installation	EA	19	\$ 1,600.00	\$ 30,400.00
99	Light Poles, Removal	EA	15	\$ 600.00	\$ 9,000.00
100	Electrical Circuits	LF	7,350	\$ 18.00	\$ 132,300.00
101	Amenities	LS	1	\$ 108,000.00	\$ 108,000.00
102	Vibration Monitoring	EA	2	\$ 10,500.00	\$ 21,000.00
103	Conventional Seeding	SF	1,200	\$ 0.60	\$ 720.00

**TOTAL CONSTRUCTION COST BASE BID: \$ 2,392,948.23**

BID ADD ALTERNATE A					
BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1A	Concrete Wall, Handrail, and Safety Rail	LS	1	\$ 39,960.00	\$ 39,960.00

**TOTAL CONSTRUCTION COST BID ADD ALTERNATE A: \$ 39,960.00**

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Base Bid Items 1-102 and Bid Add Alternate #1 Items 1A). The successful bidder will be determined by evaluating the Total Base Bid shown above. Failure to submit a bid on any item, including the Bid Add Alternates, shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part of all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to

that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of Ten Percent of Amount Bid (10%) in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.


The bidder is prepared to submit a financial and experience statement upon request. The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 2/15/21  
2 2/19/21

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder  
K. Cunningham Construction Co., Inc.  
1325 Rail Way  
Cedar Falls, IA 50613  
Official Address

  
By  
President  
Title



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor Green & City Council  
**FROM:** Thomas Weintraut, Planner III  
**DATE:** March 10, 2021  
**SUBJECT:** Gaming Grant Application – Cedar River Recreation Project

A Riverfront Master Plan was developed in 2017 for the area between Center Street and 1<sup>st</sup> Street. The Cedar River Recreation Project is the first step in the realization of the Master Plan. The City is now preparing to submit a request to the Black Hawk County Gaming Association for funding. As indicated in the CIP, our request will be \$1,500,000. The City's FY22-26 CIP #56 outlines the project funding to implement this project, in partnership with Cedar River Experience and other funding sources, including a grant of \$75,000 from Iowa Great Places. If awarded, the \$1.5M support from Gaming would be 37% of the project. A Letter of Intent was submitted in late January. We have been invited to submit a full application, a resolution of support from the local jurisdiction is part of that submittal.

The grant request includes in-stream and on-bank improvements to the river beginning at the Main Street Bridge and continuing downstream south of the 1<sup>st</sup> Street Bridge. A significant in-stream safety improvement is the removal of broken concrete and steel rebar, remnants of a low-head dam, at the Clay Hole near Gateway Park. The remaining concrete portion of the dam will be repurposed into a jetty/deflector to divide the stream flow into three "channels" to allow recreation areas for people of different skill levels to float through and to park and play. Other in-stream improvements include six jetties on each side of the river which will create waves for recreation and pools for play. There will be "put ins" on both sides of the river south of the Main Street Bridge and corresponding "take outs" south of the 1<sup>st</sup> Street Bridge.

On-bank improvements will include terraces constructed with boulders to stabilize the riverbanks and provide path and trail connections from Peter Melendy and Gateway Parks. On the Gateway Park side of the River is a River Art Plaza designed to be a place to watch activities and offer an educational experience by showing how the

stream channel was formed and the connection Cedar Falls has to communities up and down the river. In addition, this area will explain the river ecology and its role in the history of human, plant and animal development.

Staff recommends the City Council approve a resolution of support for the Gaming grant application. The application deadline is March 15, 2021. Awards will be announced in May 2021. Funding dependent, the goal is to bid the project construction in Fall 2021. Construction is ideal in late Fall/early Winter, for in-river parts of the project.

Attachments: Pictures  
Plan Overview  
River Art Plaza Elevation  
River Art Plaza Birds Eye View

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



Looking South from Main Street along the Gateway Park riverbank

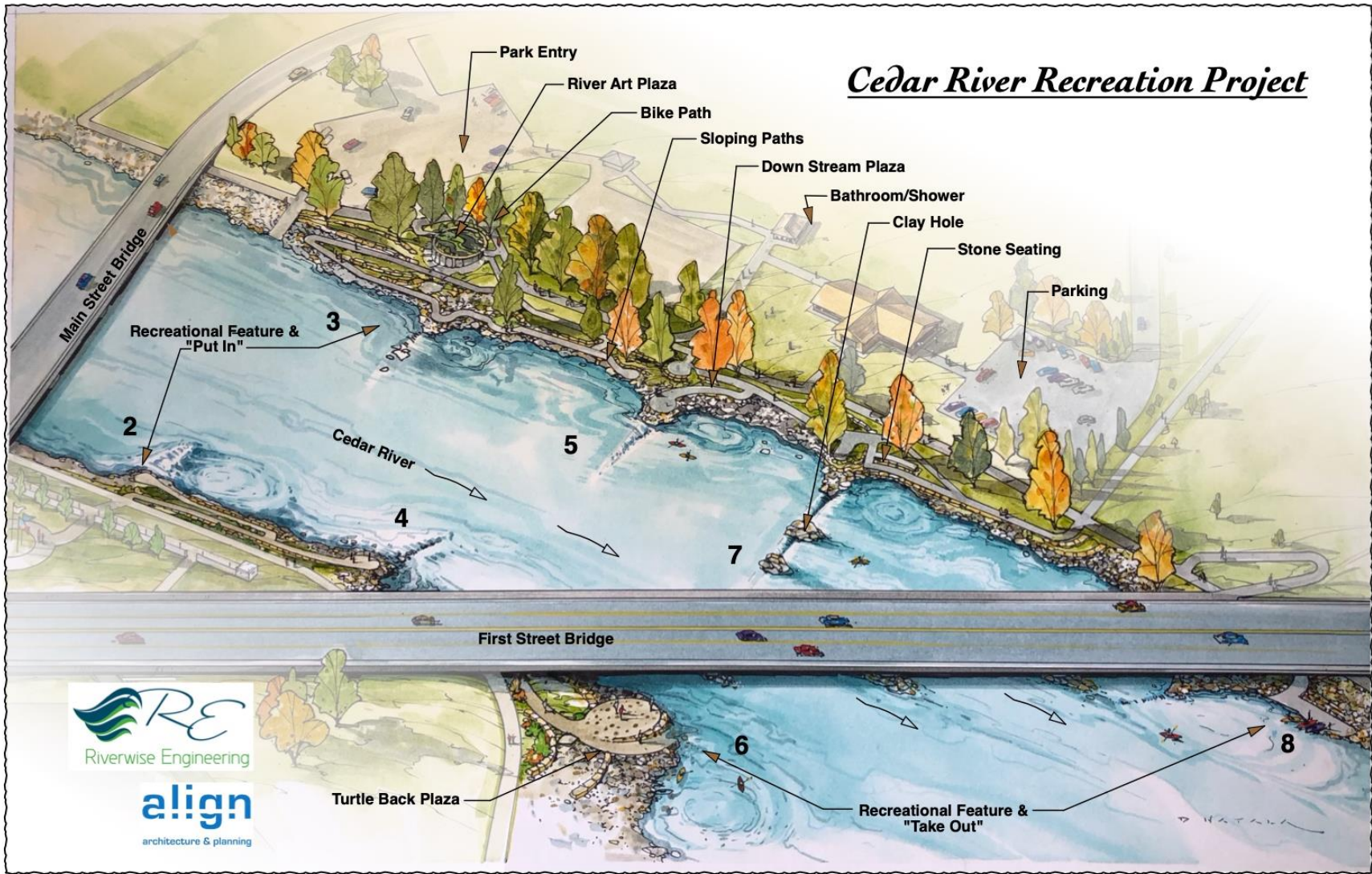


A view of the Clay Hole and remaining portion of the low head dam



View of the riverbank at the 1<sup>st</sup> Street Bridge





Plan Overview



River Art Plaza Elevation



River Art Plaza Birds Eye View



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, Planner III  
**DATE:** March 10, 2021  
**SUBJECT:** Iowa Economic Development Authority (IEDA) Contract Subrogation Agreement

In April 2020, the CARES Act was passed in response to COVID-19. The State notified the City in mid-May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities through the Iowa Economic Development Authority (IEDA). City Council approved the contract with IEDA on their January 19<sup>th</sup> meeting.

As part of the grant, the City will use \$75,430 to address the City's extra expenses to combat Covid-19. As part of the City's Duplication of Benefits manual, the City is required to sign a Subrogation Agreement to verify that the City will follow the Duplication of Benefits as outlined by IEDA. We have \$27,824 remaining of CDBG-CV2 funds that have not been allocated and will be addressed after initial contracts are executed and projects implemented.

Staff recommends signing of the Subrogation Agreement which is attached.

Please contact staff with any questions. Thank you.

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

## SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Cedar Falls (“Applicant”) and the [Iowa Economic Development Authority (ICDA)] (“Grantor”).

In consideration of Applicant’s financial situation or the commitment by Grantor to evaluate Applicant’s application for the receipt of funds (collectively, the “Grant”) under the [ (ICDA)] (the “Program”) administered by Grantor, Applicant hereby assigns to Grantor all of Applicant’s future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any assistance programs that are determined in the sole discretion of [ICDA to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant’s consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

**NOTICE:** Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credits is a violation of Title 18 United States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**APPLICANT**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**CO-APPLICANT**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**GRANTOR:**

Iowa Economic Development Authority

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, Planner III  
**DATE:** March 10, 2021  
**SUBJECT:** CARES Act Community Development Block Grant Funds (CDBG-CV2)  
 Service Agency Contracts- Cedar Falls Community School District

In April 2020, the CARES Act was passed in response to COVID-19. The State notified the City in mid-May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities through the Iowa Economic Development Authority (IEDA). City Council approved the contract on their January 19<sup>th</sup> meeting, including an outline of how much of the funding would be distributed.

The City received \$369,432 as part of the CDBG-CV2. The funds are broken up to four categories: Service Agencies (\$115,000), City response to Covid-19 (\$75,430), Schools response to Covid-19 (\$111,152), Administration (\$40,026). Staff has been working with the service agencies and schools to complete contracts. We anticipate a total of eight contracts. Attached is Cedar Falls Community School District (\$82,984.14) to provide supplies to make the school safer for the students in light of the pandemic.

Staff recommends approving the contract with Cedar Falls Community School District. The City Attorney has reviewed the contract and State-required attachments.

Please contact staff with any questions. Thank you.

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

## SUBRECIPIENT AGREEMENT FOR FEDERALLY FUNDED PROJECT

This Subrecipient Agreement (the "Agreement") is made this 24 day of February, 2021 by the City of Cedar Falls, Iowa ("Local Government"); and Cedar Falls Community School District, (hereinafter called "the Subrecipient").

WHEREAS, the Local Government has applied to the Iowa Economic Development Authority for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 and Chapter 23 of the Iowa Administrative Code to purchase equipment to protect the students while in the classroom; and,

WHEREAS, the Local Government will partner with the Subrecipient to implement and administer CDBG funded activities approved by the Iowa Economic Development Authority;

NOW, THEREFORE, the parties agree to the following to the terms and conditions:

**Section 1. Funds Awarded.** The Local Government shall award the Subrecipient \$82,984.14 to implement the following CDBG approved project activities: purchasing Personal Protective Equipment (PPE) and Supplies for the Community School District necessary to address the COVID-19 pandemic.

- The following deliverables are required with the signing of the contract:
  - A Duplication of Benefits (DOB) Certification
  - Subrogation and Assignment Agreement

**Section 2. Administration.** The administration of the Iowa Economic Development Authority CDBG Contract #20-CVE-009 and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of the Local Government carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, 261--Chapter 23 of the Iowa Administrative Code and the contract between IEDA and the Local Government.

**Section 3. Property Ownership.** Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of the Subrecipient. If, from the date funds are first spent for the property until five years after closeout of the Local Government's grant the use or planned use of the property is proposed to be changed, then the Subrecipient shall notify the Local Government of the proposed change. The Local Government shall contact the Iowa Economic Development Authority for instructions on how to proceed. If the Subrecipient proceeds with a use determined by the Iowa Economic Development Authority to be inconsistent with the use of the CDBG funds, the Subrecipient shall reimburse the Local Government and the Local Government shall reimburse the Iowa Economic Development Authority in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds.



Section 4. Proposed Project. The Subrecipient shall grant access to the premises and Subrecipients' program records for the Local Government and its contractors to perform such required functions consistent with the CDBG contract as the Local Government shall deem appropriate.

Section 5. Excess Costs. It is agreed that if project costs exceed the amount of CDBG funds awarded to the Subrecipient, as describe in Section 1 of this agreement, the Subrecipient shall be responsible for covering all excess costs and hold the Local Government free of any contractual liability.

Section 6. Indemnification. The Subrecipient shall hold the Local Government and its officers and employees harmless from any and all claims, lossces, damages or liability whatsoever resulting from or arising out of this contract or the project to which is pertains.

Section 7. Unallowable Costs. If the Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall repay to Local Government any and all disallowed costs.

Section 8. Amendments to the agreement. The terms and conditions of this contract may be amended only by written instrument executed by both parties and, when necessary, with the concurrence of the State of Iowa, Iowa Economic Development Authority. Such amendments include any deviation from the recipient program schedule, or other terms and conditions provided for by the Iowa Economic Development Authority contract #20-CVE-009, which is by this reference incorporated herein and made a part hereof of this Subrecipient agreement.

Section 9. Events of Default. The following shall constitute Events of Default under this Agreement:

- a. Material Misrepresentation. If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Subrecipient in connection with this Agreement or to induce the Local Government to make a grant to the Subrecipient shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within thirty (30) days after written notice by the Local Government is given to the Subrecipient.
- b. Noncompliance. If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. Agreement Expiration Date. If the Project, in the sole judgment of the Local Government, is not completed on or before the Iowa Economic Development Authority CDBG agreement expiration date.
- d. Misspending. If the Subrecipient expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by the Local Government.

- e. Insurance. If loss, theft, damage or destruction of any substantial portion of the property of the Subrecipient occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.

Section 10. Notice of Default. The Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

Section 11. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it to do one or both of the following:

- a. Exercise any remedy provided by law;
- b. Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Agreement plus interest.

Section 12. Non-Assignment. Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party.

Section 13. Severability of Provisions. This contract shall be governed by the laws of the State of Iowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. Federal Laws. By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- a. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.
- b. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- c. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extend and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their agreement as specified in 261- Chapter 23, Iowa Administrative Code and 2 CRF 200.
- d. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records,

conditions of employment, and all other matters covered by this agreement.

- e. Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- f. Contracts in excess of \$100,000 shall require compliance with the following laws and regulations: Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; EPA Regulations - 40 CFR, Part 15; as applicable.
- g. For the CDBG activities identified in this agreement, the parties are required to follow the Iowa Economic Development Authority's procurement policies and procedures allowed under 24 CFR 570.489(g). The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/UserDocs/2020cdbg-appx2.pdf> (pgs. 11-16)

#### h. Civil Rights

(1) Discrimination in Employment. The parties shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Parties may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Parties agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State's written request, the Parties shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(2) Consideration for Employment. The Parties shall, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(3) Solicitation and Advertisements. The Parties shall list all suitable employment openings in the State Employment Service local offices.

(4) Civil Rights Compliance. The Parties shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with

Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Parties will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(5) The Parties shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The parties shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(i) The Parties shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(3) The parties agree to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subrecipient is in violation of the regulations in 24 CFR part 135. The Local Government will not subcontract with any Subrecipient where the Local Government has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(4) The parties will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent obligations under 24 CFR part 135.

(j) Duplication of benefits

(1) The parties acknowledge that activities identified in this agreement are funded through the state of Iowa's CDBG-CV funds, allocated through the CARES Act.

(2) The parties acknowledge that prevention of Duplication of Benefits is a requirement per the CARES Act and corresponding HUD Federal Register *Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs.* (FR-6218-N-01)

(3) For CDBG activities identified in this agreement, the parties agree to prevent Duplication of Benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Act of 2018.

(4) The Subrecipient agrees to follow the Duplication of Benefits policies and procedures as provided by the Local Government.

(5) The Subrecipient agrees to repay CDBG-CV funds received from the Local Government, if the Local Government determines a Duplication of Benefits has occurred.

Section 15. Certification regarding Government wide restriction on lobbying. The Parties certify that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Parties, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Parties shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(c) The Parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all parties shall certify and disclose accordingly.

Section 16. Termination. This agreement may be terminated:

(a) For cause. The Local Government may terminate the Contract in whole, or in part, whenever the Local Government determines that the Subrecipient has failed to comply with the terms and conditions of the Contract.

(b) For convenience. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results

commensurate with the future disbursement of funds.

(c) Due to reduction of CDBG funding. At the discretion of the Local Government, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the Local Government.

Section 17. Procedures Upon Termination. This contract may be terminated by discretion of the Local Government by providing written notice to be conveyed via certified mail 30 days in advance. Project costs incurred by the Subrecipient will be paid by the Local Government through the effective termination date.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement and have caused their duly authorized representatives to execute this agreement, effective of the date listed below:

For the LOCAL GOVERNMENT:

By: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

For the SUBRECIPIENT:

By: *Melanie Johnson*

Date: 02 / 24 / 2021

**Attachment A DUPLICATION OF BENEFITS CERTIFICATION**  
**CDBG-CV PROGRAM**

The funding program to which you are applying (CDBG-CV) requires verification of additional financial assistance to comply with The Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Stafford Act Section 312 42 U.S.C. 5121–5207) which prohibits federal agencies from providing financial assistance to any person, business concern, or other entity from receiving federal funds that are duplicative from any other program or any other source where the assistance amount exceeds the need for specific disaster recovery purpose.

Organization: Cedar Falls Community School District

Program: School District

I/We, Cedar Falls Community School District, affirm the following:  
*Print Name*

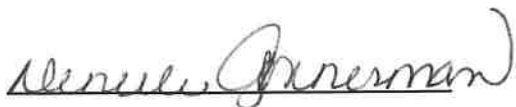
I/We make this Affidavit in connection with Community Development Block Grant CARES Act (CDBG-CV) assistance through the Iowa Economic Development Authority (IEDA) and its local government partners.

<b>I/We received or expect to receive the additional Program funding sources and amounts as listed on the CDBG-CV Application.</b>	<input checked="" type="checkbox"/> (please check)
<b>I/We received or expect to receive the additional Program funding sources and amounts as listed on the CDBG-CV Application with the following changes:</b> (please list)	<input type="checkbox"/>
<b>I/We received or expect to receive no additional Program funds</b>	<input type="checkbox"/>

I/We agree to notify the local government in writing of any changes to the information contained in this certification from the date of this Certification through the completion of the Project(s).

*Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.*

I/We certify under penalty of perjury that all information provided as part of this application is true and correct to the best of my/our knowledge. I give my consent to the sponsoring organization considering this application to use the information provided herein for the purpose of CDBG-CV program consideration.



Signature

2/24/2021

Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 24 day of February, 2021, by and between \_ Cedar Falls Community School District ("Applicant") and the *City of Cedar Falls* ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the *City of Cedar Falls* Cedar Falls Community School District (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any assistance program that are determined in the sole discretion of *City of Cedar Falls* to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

**NOTICE:** Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credits a violation of Title 18 United



States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**APPLICANT**

Signature: *Denelle Gonnerman*  
Name: Denelle Gonnerman  
Date: 2/24/2021

**GO-APPLICANT**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**GRANTOR:**

City of Cedar Falls

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, Planner III  
**DATE:** March 10, 2021  
**SUBJECT:** CARES Act Community Development Block Grant Funds (CDBG-CV2)  
 Service Agency Contracts- EMBARC

In April 2020, the CARES Act was passed in response to COVID-19. The State notified the City in mid-May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities through the Iowa Economic Development Authority (IEDA). City Council approved the contract on their January 19<sup>th</sup> meeting, including an outline of how much of the funding would be distributed.

The City received \$369,432 as part of the CDBG-CV2. The funds are broken up to four categories: Service Agencies (\$115,000), City response to Covid-19 (\$75,430), Schools response to Covid-19 (\$111,152), Administration (\$40,026). Staff has been working with the service agencies and schools to complete contracts. We anticipate a total of eight contracts. Attached is Ethnic Minorities of Burma Advocacy and Resource Center (EMBARC) (\$40,000) to provide by support internships for refugees and immigrants operating a helpline for persons that have been, impacted by the COVID-19 pandemic. Associated equipment and supplies may also be purchased.

Staff recommends approving the contract with EMBARC. The City Attorney has reviewed the contract and State-required attachments.

Please contact staff with any questions. Thank you.

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

## SUBRECIPIENT AGREEMENT FOR FEDERALLY FUNDED PROJECT

This Subrecipient Agreement (the "Agreement") is made this 8th day of March, 2021 by the City of Cedar Falls, Iowa ("Local Government"); and Ethnic Minorities of Burma Advocacy and Resource Center, (hereinafter called "the Subrecipient").

WHEREAS, the Local Government has applied to the Iowa Economic Development Authority for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 and Chapter 23 of the Iowa Administrative Code to Funds will be used for preventing homelessness, by support internships for refugees and immigrants operating a helpline for persons that have been, impacted by the COVID-19 pandemic; and,

WHEREAS, the Local Government will partner with the Subrecipient to implement and administer CDBG funded activities approved by the Iowa Economic Development Authority;

NOW, THEREFORE, the parties agree to the following to the terms and conditions:

Section 1. Funds Awarded. The Local Government shall award the Subrecipient \$40,000 to implement the following CDBG approved project activities: provide Funds will be used for preventing homelessness, by support internships for refugees and immigrants operating a helpline for persons that have been, impacted by the COVID-19 pandemic.

- The following deliverables are required with the signing of the contract:
  - A Duplication of Benefits (DOB) Certification
  - Subrogation and Assignment Agreement
- The following deliverables are required quarterly:
  - Quarterly report of Duplications of Benefits Certification
  - Quarterly performance Report
  - Each Individual received assistance CDBG-CV Duplication of Benefits (DOB) Worksheet

Section 2. Administration. The administration of the Iowa Economic Development Authority CDBG Contract #20-CVE-009 and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of the Local Government carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, 261--Chapter 23 of the Iowa Administrative Code and the contract between IEDA and the Local Government.

Section 3. Property Ownership. Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of the Subrecipient. If, from the date funds are first spent for the property until five years after closeout of the Local Government's grant the use or planned use of the property is proposed to be changed, then the Subrecipient shall notify the Local Government of the proposed change. The Local Government shall contact the Iowa Economic Development Authority

for instructions on how to proceed. If the Subrecipient proceeds with a use determined by the Iowa Economic Development Authority to be inconsistent with the use of the CDBG funds, the Subrecipient shall reimburse the Local Government and the Local Government shall reimburse the Iowa Economic Development Authority in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds.

Section 4. Proposed Project. The Subrecipient shall grant access to the premises and Subrecipients' program records for the Local Government and its contractors to perform such required functions consistent with the CDBG contract as the Local Government shall deem appropriate.

Section 5. Excess Costs. It is agreed that if project costs exceed the amount of CDBG funds awarded to the Subrecipient, as describe in Section 1 of this agreement, the Subrecipient shall be responsible for covering all excess costs and hold the Local Government free of any contractual liability.

Section 6. Indemnification. The Subrecipient shall hold the Local Government and its officers and employees harmless from any and all claims, losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which is pertains.

Section 7. Unallowable Costs. If the Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall repay to Local Government any and all disallowed costs.

Section 8. Amendments to the agreement. The terms and conditions of this contract may be amended only by written instrument executed by both parties and, when necessary, with the concurrence of the State of Iowa, Iowa Economic Development Authority. Such amendments include any deviation from the recipient program schedule, or other terms and conditions provided for by the Iowa Economic Development Authority contract #20-CVE-009, which is by this reference incorporated herein and made a part hereof of this Subrecipient agreement.

Section 9. Events of Default. The following shall constitute Events of Default under this Agreement:

- a. Material Misrepresentation. If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Subrecipient in connection with this Agreement or to induce the Local Government to make a grant to the Subrecipient shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within thirty (30) days after written notice by the Local Government is given to the Subrecipient.
- b. Noncompliance. If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Agreement.

- c. Agreement Expiration Date. If the Project, in the sole judgment of the Local Government, is not completed on or before the Iowa Economic Development Authority CDBG agreement expiration date.
- d. Misspending. If the Subrecipient expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by the Local Government.
- e. Insurance. If loss, theft, damage or destruction of any substantial portion of the property of the Subrecipient occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.

Section 10. Notice of Default. The Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

Section 11. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it to do one or both of the following:

- a. Exercise any remedy provided by law;
- b. Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Agreement plus interest.

Section 12. Non-Assignment. Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party.

Section 13. Severability of Provisions. This contract shall be governed by the laws of the State of Iowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. Federal Laws. By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- a. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.
- b. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- c. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extend and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their agreement as specified in 261- Chapter

23, Iowa Administrative Code and 2 CRF 200.

- d. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this agreement.
- e. Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- f. Contracts in excess of \$100,000 shall require compliance with the following laws and regulations: Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; EPA Regulations - 40 CFR, Part 15; as applicable.
- g. For the CDBG activities identified in this agreement, the parties are required to follow the Iowa Economic Development Authority's procurement policies and procedures allowed under 24 CFR 570.489(g). The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/UserDocs/2020cdbg-appx2.pdf> (pgs. 11-16)
- h. Civil Rights
  - (1) Discrimination in Employment. The parties shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Parties may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Parties agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State's written request, the Parties shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.
  - (2) Consideration for Employment. The Parties shall, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(3) Solicitation and Advertisements. The Parties shall list all suitable employment openings in the State Employment Service local offices.

(4) Civil Rights Compliance. The Parties shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Parties will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(5) The Parties shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The parties shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(i) The Parties shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(3) The parties agree to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subrecipient is in violation of the regulations in 24 CFR part 135. The Local Government will not subcontract with any Subrecipient where the Local Government has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(4) The parties will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

part 135 require employment opportunities to be directed, were not filled to circumvent obligations under 24 CFR part 135.

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(1) The parties acknowledge that activities identified in this agreement are funded through the state of Iowa's CDBG-CV funds, allocated through the CARES Act.

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(4) The Subrecipient agrees to follow the Duplication of Benefits policies and procedures as provided by the Local Government.

(5) The Subrecipient agrees to repay CDBG-CV funds received from the Local Government, if the Local Government determines a Duplication of Benefits has occurred.

Section 15. Certification regarding Government wide restriction on lobbying. The Parties certify that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Parties, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Parties shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(c) The Parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all parties shall certify and disclose accordingly.



Section 16. Termination. This agreement may be terminated:

(a) For cause. The Local Government may terminate the Contract in whole, or in part, whenever the Local Government determines that the Subrecipient has failed to comply with the terms and conditions of the Contract.

(b) For convenience. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) Due to reduction of CDBG funding. At the discretion of the Local Government, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the Local Government.

Section 17. Procedures Upon Termination. This contract may be terminated by discretion of the Local Government by providing written notice to be conveyed via certified mail 30 days in advance. Project costs incurred by the Subrecipient will be paid by the Local Government through the effective termination date.

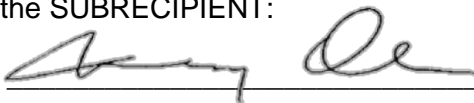
IN WITNESS WHEREOF, the parties hereto have entered into this agreement and have caused their duly authorized representatives to execute this agreement, effective of the date listed below:

For the LOCAL GOVERNMENT:

By: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

For the SUBRECIPIENT:

By:  \_\_\_\_\_

Date: 03 / 08 / 2021

## SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into on this 8th day of March, 2021, by and between Ethnic Minorities of Burma Advocacy and Resource Center, (“Applicant”) and the *City of Cedar Falls* (“Grantor”).

In consideration of Applicant’s financial situation or the commitment by Grantor to evaluate Applicant’s application for the receipt of funds (collectively, the “Grant”) under the [*City of Cedar Falls*] [ Ethnic Minorities of Burma Advocacy and Resource Center,(the “Program”) administered by Grantor, Applicant hereby assigns to Grantor all of Applicant’s future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any assistance programs that are determined in the sole discretion of *City of Cedar Falls* to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant’s consent to such company to release said information to the Grantor.


Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

**NOTICE:** Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit is a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**APPLICANT** 

Signature: \_\_\_\_\_

Name: Henny Ohr, EMBARC

Date: March 8, 2021

**CO-APPLICANT**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANTOR:**

City of Cedar Falls

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A DUPLICATION OF BENEFITS CERTIFICATION**

**CDBG-CV PROGRAM**

*The funding program to which you are applying (CDBG-CV) requires verification of additional financial assistance to comply with The Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Stafford Act Section 312 42 U.S.C. 5121–5207) which prohibits federal agencies from providing financial assistance to any person, business concern, or other entity from receiving federal funds that are duplicative from any other program or any other source where the assistance amount exceeds the need for specific disaster recovery purpose.*

Organization: EMBARC

Program: Refugee & Immigrant Internships

I/We, Henny Ohr, EMBARC, affirm the following:  
*Print Name*

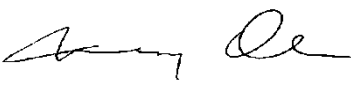
I/We make this Affidavit in connection with Community Development Block Grant CARES Act (CDBG-CV) assistance through the Iowa Economic Development Authority (IEDA) and its local government partners.

<b>I/We received or expect to receive the additional Program funding sources and amounts as listed on the CDBG-CV Application.</b>	<input type="checkbox"/> (please check)
<b>I/We received or expect to receive the additional Program funding sources and amounts as listed on the CDBG-CV Application with the following changes:</b> (please list)	<input type="checkbox"/>
<b>I/We received or expect to receive no additional Program funds</b>	<input checked="" type="checkbox"/>

I/We agree to notify the local government in writing of any changes to the information contained in this certification from the date of this Certification through the completion of the Project(s).

*Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.*

I/We certify under penalty of perjury that all information provided as part of this application is true and correct to the best of my/our knowledge. I give my consent to the sponsoring organization considering this application to use the information provided herein for the purpose of CDBG-CV program consideration.

  
Signature

March, 8 2021  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, Planner III  
**DATE:** March 10, 2021  
**SUBJECT:** CARES Act Community Development Block Grant Funds (CDBG-CV2)  
 Service Agency Contracts- Exceptional Persons, Inc

In April 2020, the CARES Act was passed in response to COVID-19. The State notified the City in mid-May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities through the Iowa Economic Development Authority (IEDA). City Council approved the contract on their January 19<sup>th</sup> meeting, including an outline of how much of the funding would be distributed.

The City received \$369,432 as part of the CDBG-CV2. The funds are broken up to four categories: Service Agencies (\$115,000), City response to Covid-19 (\$75,430), Schools response to Covid-19 (\$111,152), Administration (\$40,026). Staff has been working with the service agencies and schools to complete contracts. We anticipate a total of eight contracts. Attached is the Exceptional Persons, Inc (\$10,000) to offer rent/mortgage assistance to households affected by Covid-19.

Staff recommends approving the contract with Exceptional Persons, Inc. The City Attorney has reviewed the contract and State-required attachments.

Please contact staff with any questions. Thank you.

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

## SUBRECIPIENT AGREEMENT FOR FEDERALLY FUNDED PROJECT

This Subrecipient Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the City of Cedar Falls, Iowa ("Local Government"); and Exceptional Persons Inc., (hereinafter called "the Subrecipient").

WHEREAS, the Local Government has applied to the Iowa Economic Development Authority for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 and Chapter 23 of the Iowa Administrative Code to assistance to income-qualified tenants that are in danger of becoming homeless as a result of COVID-19; and,

WHEREAS, the Local Government will partner with the Subrecipient to implement and administer CDBG funded activities approved by the Iowa Economic Development Authority;

NOW, THEREFORE, the parties agree to the following to the terms and conditions:

**Section 1. Funds Awarded.** The Local Government shall award the Subrecipient \$10,000 to implement the following CDBG approved project activities: Funds will be used for preventing homelessness, including offering rent/mortgage assistance for qualifying Cedar Falls residents that are, or have been, impacted by the COVID-19 pandemic.

- The following deliverables are required with the signing of the contract:
  - A Duplication of Benefits (DOB) Certification
  - Subrogation and Assignment Agreement
  
- The following deliverables are required quarterly:
  - Quarterly report of Duplications of Benefits Certification
  - Quarterly performance Report
  - Each Individual received assistance CDBG-CV Duplication of Benefits (DOB) Worksheet

**Section 2. Administration.** The administration of the Iowa Economic Development Authority CDBG Contract #20-CVE-009 and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of the Local Government carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, 261--Chapter 23 of the Iowa Administrative Code and the contract between IEDA and the Local Government.

**Section 3. Property Ownership.** Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of the Subrecipient. If, from the date funds are first spent for the property until five years after closeout of the Local Government's grant the use or planned use of the property is proposed to be changed, then the Subrecipient shall notify the Local Government of the proposed change. The Local Government shall contact the Iowa Economic Development Authority for instructions on how to proceed. If the Subrecipient proceeds with a use determined by the Iowa Economic Development Authority to be inconsistent with the use of the CDBG funds,

the Subrecipient shall reimburse the Local Government and the Local Government shall reimburse the Iowa Economic Development Authority in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds.

Section 4. Proposed Project. The Subrecipient shall grant access to the premises and Subrecipients' program records for the Local Government and its contractors to perform such required functions consistent with the CDBG contract as the Local Government shall deem appropriate.

Section 5. Excess Costs. It is agreed that if project costs exceed the amount of CDBG funds awarded to the Subrecipient, as describe in Section 1 of this agreement, the Subrecipient shall be responsible for covering all excess costs and hold the Local Government free of any contractual liability.

Section 6. Indemnification. The Subrecipient shall hold the Local Government and its officers and employees harmless from any and all claims, losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which is pertains.

Section 7. Unallowable Costs. If the Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall repay to Local Government any and all disallowed costs.

Section 8. Amendments to the agreement. The terms and conditions of this contract may be amended only by written instrument executed by both parties and, when necessary, with the concurrence of the State of Iowa, Iowa Economic Development Authority. Such amendments include any deviation from the recipient program schedule, or other terms and conditions provided for by the Iowa Economic Development Authority contract #20-CVE-009, which is by this reference incorporated herein and made a part hereof of this Subrecipient agreement.

Section 9. Events of Default. The following shall constitute Events of Default under this Agreement:

- a. Material Misrepresentation. If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Subrecipient in connection with this Agreement or to induce the Local Government to make a grant to the Subrecipient shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within thirty (30) days after written notice by the Local Government is given to the Subrecipient.
- b. Noncompliance. If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. Agreement Expiration Date. If the Project, in the sole judgment of the Local Government, is not completed on or before the Iowa Economic Development Authority

CDBG agreement expiration date.

- d. Misspending. If the Subrecipient expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by the Local Government.
- e. Insurance. If loss, theft, damage or destruction of any substantial portion of the property of the Subrecipient occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.

Section 10. Notice of Default. The Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

Section 11. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it to do one or both of the following:

- a. Exercise any remedy provided by law;
- b. Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Agreement plus interest.

Section 12. Non-Assignment. Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party.

Section 13. Severability of Provisions. This contract shall be governed by the laws of the State of Iowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. Federal Laws. By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- a. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.
- b. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- c. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their agreement as specified in 261- Chapter 23, Iowa Administrative Code and 2 CRF 200.



- d. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this agreement.
- e. Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- f. Contracts in excess of \$100,000 shall require compliance with the following laws and regulations: Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; EPA Regulations - 40 CFR, Part 15; as applicable.
- g. For the CDBG activities identified in this agreement, the parties are required to follow the Iowa Economic Development Authority's procurement policies and procedures allowed under 24 CFR 570.489(g). The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/UserDocs/2020cdbg-appx2.pdf> (pgs. 11-16)
- h. Civil Rights
- (1) Discrimination in Employment. The parties shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Parties may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Parties agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State's written request, the Parties shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.
- (2) Consideration for Employment. The Parties shall, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(3) Solicitation and Advertisements. The Parties shall list all suitable employment openings in the State Employment Service local offices.

(4) Civil Rights Compliance. The Parties shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Parties will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(5) The Parties shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The parties shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(i) The Parties shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(3) The parties agree to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subrecipient is in violation of the regulations in 24 CFR part 135. The Local Government will not subcontract with any Subrecipient where the Local Government has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(4) The parties will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

part 135 require employment opportunities to be directed, were not filled to circumvent obligations under 24 CFR part 135.

(j) Duplication of benefits

(1) The parties acknowledge that activities identified in this agreement are funded through the state of Iowa's CDBG-CV funds, allocated through the CARES Act.

(2) The parties acknowledge that prevention of Duplication of Benefits is a requirement per the CARES Act and corresponding HUD Federal Register *Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs.* (FR-6218-N-01)

(3) For CDBG activities identified in this agreement, the parties agree to prevent Duplication of Benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Act of 2018.

(4) The Subrecipient agrees to follow the Duplication of Benefits policies and procedures as provided by the Local Government.

(5) The Subrecipient agrees to repay CDBG-CV funds received from the Local Government, if the Local Government determines a Duplication of Benefits has occurred.

Section 15. Certification regarding Government wide restriction on lobbying. The Parties certify that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Parties, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Parties shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(c) The Parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all parties shall certify and disclose accordingly.

Section 16. Termination. This agreement may be terminated:

(a) For cause. The Local Government may terminate the Contract in whole, or in part, whenever the Local Government determines that the Subrecipient has failed to comply with the terms and conditions of the Contract.

(b) For convenience. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) Due to reduction of CDBG funding. At the discretion of the Local Government, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the Local Government.

Section 17. Procedures Upon Termination. This contract may be terminated by discretion of the Local Government by providing written notice to be conveyed via certified mail 30 days in advance. Project costs incurred by the Subrecipient will be paid by the Local Government through the effective termination date.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement and have caused their duly authorized representatives to execute this agreement, effective of the date listed below:

For the LOCAL GOVERNMENT:

By: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

For the SUBRECIPIENT:

By:  \_\_\_\_\_

Date: 31 / 9 / 2021

## SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 9<sup>th</sup> day of March, 2021, by and between \_ Exceptional Persons Inc ("Applicant") and the City of Cedar Falls ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the *City of Cedar Falls Exceptional Persons Inc* (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any housing assistance programs that are determined in the sole discretion of *City of Cedar Falls* to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable housing assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

**NOTICE:** Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit is a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**APPLICANT**

Signature:  
Name:  
Date:

*Debra M. Kingling*  
Debra M Kingling  
3-9-2021

**CO-APPLICANT**

Signature:  
Name:  
Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANTOR:**

City of Cedar Falls

Signature:  
Name:  
Title:  
Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment A DUPLICATION OF BENEFITS CERTIFICATION  
CDBG-CV PROGRAM**

The funding program to which you are applying (CDBG-CV) requires verification of additional financial assistance to comply with The Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Stafford Act Section 312 42 U.S.C. 5121-5207) which prohibits federal agencies from providing financial assistance to any person, business concern, or other entity from receiving federal funds that are duplicative from any other program or any other source where the assistance amount exceeds the need for specific disaster recovery purpose.

Organization: Exceptional Persons, Inc.

Program: Residential Services

I/We, Debra M Jungling, affirm the following:  
*Print Name*

I/We make this Affidavit in connection with Community Development Block Grant CARES Act (CDBG-CV) assistance through the Iowa Economic Development Authority (IEDA) and its local government partners.

I/We received or expect to receive the additional Program funding sources and amounts as listed on the CDBG-CV Application.	<input checked="" type="checkbox"/> (please check)
I/We received or expect to receive the additional Program funding sources and amounts as listed on the CDBG-CV Application with the following changes: (please list)	<input type="checkbox"/>
I/We received or expect to receive no additional Program funds	<input type="checkbox"/>

I/We agree to notify the local government in writing of any changes to the information contained in this certification from the date of this Certification through the completion of the Project(s).

*Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.*

I/We certify under penalty of perjury that all information provided as part of this application is true and correct to the best of my/our knowledge. I give my consent to the sponsoring organization considering this application to use the information provided herein for the purpose of CDBG-CV program consideration.

Debra M Jungling  
Signature

3-9-2021  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## ADMINISTRATION

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

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**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** March 9, 2021  
**SUBJECT:** Agreement for Private Development – Stone and Terrace, L.L.C.

Staff would like to request that a public hearing be scheduled for April 5, 2021 to address a proposed Agreement for Private Development with Stone and Terrace, L.L.C. The proposed project would consist of the rehabilitation of 3,945 square feet of commercial space at 108 E 4<sup>th</sup> Street, which will turn the currently empty building into a new indoor/outdoor restaurant. Additional information pertaining to this project and corresponding agreement terms will be provided to City Council prior to the public hearing.

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

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



Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATE OF PUBLIC HEARING TO  
CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR  
PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR  
FALLS, IOWA, AND STONE AND TERRACE, L.L.C.

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

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

WHEREAS, the City has received a proposal from Stone and Terrace, L.L.C. (the "Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Development Area Urban Renewal Area as defined and legally described in the Agreement and consisting of the rehabilitation of 3,945 square feet of commercial space, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$65,940, or the

amount accrued under the formula outlined in the proposed Agreement for Private Development, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; 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 Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action; and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development with the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 5<sup>th</sup> day of April, 2021, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Stone and Terrace, L.L.C., on certain terms as set forth in the proposed Agreement. A copy of the proposed Agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

CERTIFICATE

STATE OF IOWA )  
 )  
COUNTY OF BLACK HAWK: ) SS:

I, Jacqueline Danielsen, 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 \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jacqueline Danielsen  
City Clerk of Cedar Falls, Iowa

# Daily Invoices for Council Meeting 03/15/21

PREPARED 03/11/2021, 11:42:30  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

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Item 22.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1276		08/21 AP		02/24/21	0005459	ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	4.87			03/03/21
ACCOUNT TOTAL							4.87	.00	4.87	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES										
1276		08/21 AP		02/26/21	0005451	FARMERS STATE BANK OUTGOING WIRE FEE	20.00			03/03/21
						MIDWEST ONE CD				
1276		08/21 AP		02/26/21	0005452	FARMERS STATE BANK INCOMING WIRE FEE	12.00			03/03/21
						GREAT WESTERN CD				
1276		08/21 AP		02/24/21	0005450	FARMERS STATE BANK VOYA OUTGOING WIRE	20.00			03/03/21
						02/26/21 PAYROLL				
1276		08/21 AP		02/10/21	0005449	FARMERS STATE BANK VOYA OUTGOING WIRE	20.00			03/03/21
						02/12/21 PAYROLL				
ACCOUNT TOTAL							72.00	.00	72.00	
101-1048-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1276		08/21 AP		02/24/21	0005439	ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	389.97			03/03/21
ACCOUNT TOTAL							389.97	.00	389.97	
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1276		08/21 AP		02/10/21	0005437	ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	11.70			03/03/21
ACCOUNT TOTAL							11.70	.00	11.70	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1309		09/21 AP		02/09/21	0395575	STOREY KENWORTHY SHARPIES (FINE POINT)	62.88			02/26/21
1309		09/21 AP		02/09/21	0395575	STOREY KENWORTHY LETTER-SIZE COPY PAPER	250.18			02/26/21
						7 BOXES				
1347		09/21 AP		01/29/21	0395566	INTECONNEX DOORLOCK SYSTEM KEY CARDS	556.00			02/26/21
ACCOUNT TOTAL							869.06	.00	869.06	
101-1060-423.72-19 OPERATING SUPPLIES / PRINTING										
1347		09/21 AP		02/15/21	0395572	PARKADE PRINTER, INC. PRINTING OF TRUSTEE HANDBOOKS	141.00			02/26/21
ACCOUNT TOTAL							141.00	.00	141.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.72-99						OPERATING SUPPLIES / POSTAGE				
1347		09/21 AP		01/27/21	0395573	QUADIENT FINANCE USA, INC.	150.00			02/26/21
						POSTAGE				
						ACCOUNT TOTAL	150.00	.00	150.00	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1347		09/21 AP		02/09/21	0395564	GORDON FLESCH COMPANY INC	831.53			02/26/21
						COPIER CONTRACT 015-1483981-000				
1309		09/21 AP		01/14/21	0395554	CDW GOVERNMENT, INC.	399.60			02/26/21
						ANTIVIRUS SOFTWARE				
						ACCOUNT TOTAL	1,231.13	.00	1,231.13	
101-1060-423.85-01 UTILITIES / UTILITIES										
1347		09/21 AP		02/05/21	0395555	CEDAR FALLS UTILITIES	5,324.58			02/26/21
						LIBRARY UTILITIES				
						ACCOUNT TOTAL	5,324.58	.00	5,324.58	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1347		09/21 AP		02/22/21	0395558	CITY LAUNDERING CO.	28.00			02/26/21
						LIBRARY MAT SERVICE				
1309		09/21 AP		02/08/21	0395558	CITY LAUNDERING CO.	28.00			02/26/21
						LIBRARY MAT SERVICE				
1276		08/21 AP		02/02/21	0005464	PROFESSIONAL SOLUTIONS	11.02			03/03/21
						JANUARY CREDIT CARD FEES				
1309		09/21 AP		01/30/21	0395552	BLUE BIN RECYCLING	150.00			02/26/21
						CURBSIDE RECYCLING				
1309		09/21 AP		01/25/21	0395558	CITY LAUNDERING CO.	28.00			02/26/21
						LIBRARY MAT SERVICE				
1309		09/21 AP		01/15/21	0395574	QUADIENT, INC.	149.85			02/26/21
						QUADIENT METER RENTAL 02/14/21-05/13/21				
						ACCOUNT TOTAL	394.87	.00	394.87	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1347		09/21 AP		02/15/21	0395572	PARKADE PRINTER, INC.	204.90			02/26/21
						FOTL:YOUTH-YOUTH POSTER & CVYR POSTER AND BOOKMARKS				
1309		09/21 AP		01/27/21	0395549	BAKER & TAYLOR BOOKS	97.10			02/26/21
						FOTL:ADULT-ADULT BOOKS				
						ACCOUNT TOTAL	302.00	.00	302.00	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										

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FUND 101 GENERAL FUND										
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.						continued				
1347		09/21 AP		02/26/21	0395578	ZOOBEAN INC	1,695.00			02/26/21
						03/26/21-03/25/22				
1347		09/21 AP		02/18/21	0395567	KIRK GROSS COMPANY	1,752.32			02/26/21
						DESK CHAIRS (X2)				
1309		09/21 AP		02/11/21	0395549	BAKER & TAYLOR BOOKS	247.25			02/26/21
						READING-YOUTH BOOKS				
1309		09/21 AP		02/10/21	0395549	BAKER & TAYLOR BOOKS	247.25			02/26/21
						READING-YOUTH BOOKS				
1309		09/21 AP		02/01/21	0395549	BAKER & TAYLOR BOOKS	1,863.50			02/26/21
						READING-YOUTH BOOKS				
						ACCOUNT TOTAL	5,805.32	.00		5,805.32
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
1309		09/21 AP		02/01/21	0395553	BRODART CO.	377.76			02/26/21
						12" BOOK COVER ROLLS				
1309		09/21 AP		01/27/21	0395559	COMPUTYPE, INC.	772.85			02/26/21
						1.5"X1.5: CD/DVD INNER				
1309		09/21 AP		01/25/21	0395551	BAYSKAN TECHNOLOGIES	3,024.00			02/26/21
						2X2 RFID TAGS (20,000)				
						ACCOUNT TOTAL	4,174.61	.00		4,174.61
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1309		09/21 AP		02/01/21	0395570	OCLC, INC.	729.27			02/26/21
						CATALOG AND METADATA				
						SUBSCRIPTION				
						ACCOUNT TOTAL	729.27	.00		729.27
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1347		09/21 AP		02/18/21	0395549	BAKER & TAYLOR BOOKS	320.12			02/26/21
						ADULT BOOKS				
1347		09/21 AP		02/16/21	0395549	BAKER & TAYLOR BOOKS	286.97			02/26/21
						ADULT BOOKS				
1347		09/21 AP		02/15/21	0395549	BAKER & TAYLOR BOOKS	291.15			02/26/21
						ADULT BOOKS				
1309		09/21 AP		02/11/21	0395549	BAKER & TAYLOR BOOKS	86.05			02/26/21
						ADULT BOOKS				
1309		09/21 AP		02/10/21	0395549	BAKER & TAYLOR BOOKS	448.67			02/26/21
						ADULT BOOKS				
1309		09/21 AP		02/04/21	0395549	BAKER & TAYLOR BOOKS	106.37			02/26/21
						ADULT BOOKS				
1309		09/21 AP		02/02/21	0395549	BAKER & TAYLOR BOOKS	546.35			02/26/21
						ADULT BOOKS				
1309		09/21 AP		02/02/21	0395549	BAKER & TAYLOR BOOKS	506.72			02/26/21
						ADULT BOOKS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued					
1309		09/21	AP	02/01/21	0395549	BAKER & TAYLOR BOOKS	186.10			02/26/21	
		ADULT BOOKS									
1309		09/21	AP	01/27/21	0395549	BAKER & TAYLOR BOOKS	191.95			02/26/21	
		ADULT BOOKS									
1309		09/21	AP	01/25/21	0395549	BAKER & TAYLOR BOOKS	266.22			02/26/21	
		ADULT BOOKS									
		ACCOUNT TOTAL						3,236.67	.00		3,236.67
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS											
1347		09/21	AP	02/18/21	0395549	BAKER & TAYLOR BOOKS	16.06			02/26/21	
		YOUNG ADULT BOOKS									
1347		09/21	AP	02/16/21	0395549	BAKER & TAYLOR BOOKS	137.55			02/26/21	
		YOUNG ADULT BOOKS									
1347		09/21	AP	02/15/21	0395549	BAKER & TAYLOR BOOKS	10.07			02/26/21	
		YOUNG ADULT BOOKS									
1309		09/21	AP	02/10/21	0395549	BAKER & TAYLOR BOOKS	63.07			02/26/21	
		YOUNG ADULT BOOKS									
1309		09/21	AP	02/04/21	0395549	BAKER & TAYLOR BOOKS	74.91			02/26/21	
		YOUNG ADULT BOOKS									
1309		09/21	AP	02/02/21	0395549	BAKER & TAYLOR BOOKS	10.07			02/26/21	
		YOUNG ADULT BOOKS									
1309		09/21	AP	02/01/21	0395549	BAKER & TAYLOR BOOKS	44.78			02/26/21	
		YOUNG ADULT BOOKS									
1309		09/21	AP	01/27/21	0395549	BAKER & TAYLOR BOOKS	16.06			02/26/21	
		YOUNG ADULT BOOKS									
1309		09/21	AP	01/25/21	0395549	BAKER & TAYLOR BOOKS	99.98			02/26/21	
		YOUNG ADULT BOOKS									
		ACCOUNT TOTAL						472.55	.00		472.55
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS											
1347		09/21	AP	02/22/21	0395568	KNOWBUDDY RESOURCES	598.96			02/26/21	
		YOUTH BOOKS									
1347		09/21	AP	02/18/21	0395549	BAKER & TAYLOR BOOKS	81.89			02/26/21	
		YOUTH BOOKS									
1347		09/21	AP	02/16/21	0395549	BAKER & TAYLOR BOOKS	43.37			02/26/21	
		YOUTH BOOKS									
1347		09/21	AP	02/15/21	0395549	BAKER & TAYLOR BOOKS	43.31			02/26/21	
		YOUTH BOOKS									
1309		09/21	AP	02/11/21	0395549	BAKER & TAYLOR BOOKS	79.85			02/26/21	
		YOUTH BOOKS									
1309		09/21	AP	02/10/21	0395549	BAKER & TAYLOR BOOKS	128.73			02/26/21	
		YOUTH BOOKS									
1309		09/21	AP	02/04/21	0395549	BAKER & TAYLOR BOOKS	718.45			02/26/21	
		YOUTH BOOKS									
1309		09/21	AP	02/04/21	0395549	BAKER & TAYLOR BOOKS	60.83			02/26/21	

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FUND 101 GENERAL FUND										
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued				
1309		09/21	AP	02/02/21	0395549	BAKER & TAYLOR BOOKS	26.38			02/26/21
1309		09/21	AP	02/01/21	0395549	BAKER & TAYLOR BOOKS	25.16			02/26/21
1309		09/21	AP	01/29/21	0395562	EDUCATIONAL DEVELOPMENT CORPO	686.48			02/26/21
1309		09/21	AP	01/27/21	0395549	BAKER & TAYLOR BOOKS	38.16			02/26/21
1309		09/21	AP	01/27/21	0395577	WORLD BOOK SCHOOL AND LIBRARY	394.00			02/26/21
1309		09/21	AP	01/25/21	0395549	BAKER & TAYLOR BOOKS	15.97			02/26/21
1309		09/21	AP	12/02/20	0395568	KNOWBUDDY RESOURCES	409.49			02/26/21
ACCOUNT TOTAL							3,351.03	.00		3,351.03
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
1347		09/21	AP	02/18/21	0395549	BAKER & TAYLOR BOOKS	36.60			02/26/21
1309		09/21	AP	02/04/21	0395556	CENGAGE LEARNING INC	276.13			02/26/21
1309		09/21	AP	02/02/21	0395549	BAKER & TAYLOR BOOKS	18.60			02/26/21
1309		09/21	AP	02/01/21	0395557	CENTER POINT LARGE PRINT	46.74			02/26/21
1309		09/21	AP	01/28/21	0395556	CENGAGE LEARNING INC	25.89			02/26/21
ACCOUNT TOTAL							403.96	.00		403.96
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
1347		09/21	AP	02/15/21	0395549	BAKER & TAYLOR BOOKS	16.49			02/26/21
1347		09/21	AP	02/11/21	0395563	FINDAWAY WORLD LLC	187.47			02/26/21
1309		09/21	AP	02/02/21	0395549	BAKER & TAYLOR BOOKS	16.49			02/26/21
1309		09/21	AP	01/21/21	0395550	BAKER & TAYLOR ENTERTAINMENT	18.36			02/26/21
ACCOUNT TOTAL							238.81	.00		238.81
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
1347		09/21	AP	02/17/21	0395550	BAKER & TAYLOR ENTERTAINMENT	28.98			02/26/21



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FUND 101 GENERAL FUND										
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO						continued				
1347		09/21 AP		02/15/21	0395550	BAKER & TAYLOR ENTERTAINMENT	15.94			02/26/21
ADULT VIDEOS										
1347		09/21 AP		02/15/21	0395550	BAKER & TAYLOR ENTERTAINMENT	121.01			02/26/21
ADULT VIDEOS										
1309		09/21 AP		02/10/21	0395550	BAKER & TAYLOR ENTERTAINMENT	14.49			02/26/21
ADULT VIDEOS										
1309		09/21 AP		02/09/21	0395550	BAKER & TAYLOR ENTERTAINMENT	42.02			02/26/21
ADULT VIDEOS										
1309		09/21 AP		02/05/21	0395550	BAKER & TAYLOR ENTERTAINMENT	7.24			02/26/21
ADULT VIDEOS										
1309		09/21 AP		02/03/21	0395550	BAKER & TAYLOR ENTERTAINMENT	4.53			02/26/21
ADULT VIDEOS										
1309		09/21 AP		02/02/21	0395550	BAKER & TAYLOR ENTERTAINMENT	204.51			02/26/21
ADULT VIDEOS										
1309		09/21 AP		02/02/21	0395550	BAKER & TAYLOR ENTERTAINMENT	36.23			02/26/21
ADULT VIDEOS										
1309		09/21 AP		01/26/21	0395550	BAKER & TAYLOR ENTERTAINMENT	52.89			02/26/21
ADULT VIDEOS										
1309		09/21 AP		01/22/21	0395550	BAKER & TAYLOR ENTERTAINMENT	18.11			02/26/21
ADULT VIDEOS										
1309		09/21 AP		01/21/21	0395550	BAKER & TAYLOR ENTERTAINMENT	28.99			02/26/21
ADULT VIDEOS										
1309		09/21 AP		08/10/20	0395550	BAKER & TAYLOR ENTERTAINMENT	28.99			02/26/21
ADULT VIDEOS										
ACCOUNT TOTAL							603.93	.00		603.93
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES										
1347		09/21 AP		02/10/21	0395565	INGRAM ENTERTAINMENT INC.	66.99			02/26/21
YOUNG ADULT VIDEO GAMES										
1309		09/21 AP		02/09/21	0395565	INGRAM ENTERTAINMENT INC.	106.97			02/26/21
YOUNG ADULT VIDEO GAMES										
1309		09/21 AP		02/02/21	0395565	INGRAM ENTERTAINMENT INC.	56.99			02/26/21
ADULT VIDEO GAMES										
1309		09/21 AP		01/29/21	0395565	INGRAM ENTERTAINMENT INC.	96.97			02/26/21
YOUNG ADULT VIDEO GAMES										
1309		09/21 AP		01/22/21	0395565	INGRAM ENTERTAINMENT INC.	126.98			02/26/21
YOUNG ADULT VIDEO GAMES										
ACCOUNT TOTAL							454.90	.00		454.90
101-1061-423.89-29 MISCELLANEOUS SERVICES / NEWSPAPERS										
1347		09/21 AP		02/25/21	0395561	DES MOINES REGISTER	532.65			02/26/21
DES MOINES REGISTER SUB. 3/1/21-2/28/22										
ACCOUNT TOTAL							532.65	.00		532.65

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS									
1309		09/21 AP	02/03/21	0395576		VALUE LINE PUBLISHING, INC.	1,103.00		02/26/21
						VALUE LINE SUBSCRIPTION			
						03/12/21-03/04/22			
1309		09/21 AP	02/03/21	0395576		VALUE LINE PUBLISHING, INC.	511.00		02/26/21
						VALUE LINE SM&MIDCAP SUB.			
						03/05/21-02/25/22			
1309		09/21 AP	02/01/21	0395560		CONNELLY, EMILY	300.00		02/26/21
						1 YR SUBSCRIPTION			
						02/2021-02/2022			
						ACCOUNT TOTAL	1,914.00	.00	1,914.00
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO									
1347		09/21 AP	02/16/21	0395550		BAKER & TAYLOR ENTERTAINMENT	13.95		02/26/21
						YOUTH CD MUSIC			
1309		09/21 AP	02/04/21	0395549		BAKER & TAYLOR BOOKS	21.99		02/26/21
						YOUTH CD BOOKS			
1309		09/21 AP	02/02/21	0395549		BAKER & TAYLOR BOOKS	16.49		02/26/21
						YOUTH CD BOOKS			
						ACCOUNT TOTAL	52.43	.00	52.43
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
1347		09/21 AP	02/16/21	0395550		BAKER & TAYLOR ENTERTAINMENT	7.24		02/26/21
						YOUTH VIDEOS			
1347		09/21 AP	02/12/21	0395569		MIDWEST TAPE, LLC	207.63		02/26/21
						YOUTH VIDEOS			
1309		09/21 AP	02/01/21	0395550		BAKER & TAYLOR ENTERTAINMENT	14.46		02/26/21
						YOUTH VIDEOS			
						ACCOUNT TOTAL	229.33	.00	229.33
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS									
1309		09/21 AP	02/09/21	0395571		OVERDRIVE, INC.	382.97		02/26/21
						ADULT E-BOOKS			
1309		09/21 AP	02/02/21	0395571		OVERDRIVE, INC.	312.93		02/26/21
						ADULT E-BOOKS			
1309		09/21 AP	02/01/21	0395571		OVERDRIVE, INC.	27.50		02/26/21
						ADULT E-BOOKS			
1309		09/21 AP	02/01/21	0395571		OVERDRIVE, INC.	139.98		02/26/21
						ADULT E-BOOKS			
1309		09/21 AP	02/01/21	0395571		OVERDRIVE, INC.	60.00		02/26/21
						ADULT E-BOOKS			
1309		09/21 AP	02/01/21	0395571		OVERDRIVE, INC.	27.99		02/26/21
						ADULT E-BOOKS			
1309		09/21 AP	02/01/21	0395571		OVERDRIVE, INC.	27.50		02/26/21
						ADULT E-BOOKS			
1309		09/21 AP	02/01/21	0395571		OVERDRIVE, INC.	27.99		02/26/21
						ADULT E-BOOKS			

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FUND 101 GENERAL FUND										
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued				
1309		09/21 AP		01/31/21	0395571	OVERDRIVE, INC.	394.24		02/26/21	
		ADULT E-BOOKS								
1309		09/21 AP		01/28/21	0395571	OVERDRIVE, INC.	118.45		02/26/21	
		ADULT E-BOOKS								
1309		09/21 AP		01/25/21	0395571	OVERDRIVE, INC.	361.95		02/26/21	
		ADULT E-BOOKS								
1309		09/21 AP		01/25/21	0395571	OVERDRIVE, INC.	65.00		02/26/21	
		ADULT E-BOOKS								
1309		09/21 AP		01/25/21	0395571	OVERDRIVE, INC.	65.00		02/26/21	
		ADULT E-BOOKS								
1309		09/21 AP		01/25/21	0395571	OVERDRIVE, INC.	27.50		02/26/21	
		ADULT E-BOOKS								
1309		09/21 AP		01/23/21	0395571	OVERDRIVE, INC.	27.99		02/26/21	
		ADULT E-BOOKS								
		ACCOUNT TOTAL						2,066.99	.00	2,066.99
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS										
1309		09/21 AP		02/01/21	0395571	OVERDRIVE, INC.	126.49		02/26/21	
		YOUTH E-BOOKS								
1309		09/21 AP		01/31/21	0395571	OVERDRIVE, INC.	17.50		02/26/21	
		YOUTH E-BOOKS								
1309		09/21 AP		01/25/21	0395571	OVERDRIVE, INC.	16.99		02/26/21	
		YOUTH E-BOOKS								
1309		09/21 AP		01/22/21	0395571	OVERDRIVE, INC.	651.32		02/26/21	
		YOUTH E-BOOKS								
		ACCOUNT TOTAL						812.30	.00	812.30
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
1482		09/21 AP		08/20/20	0395595	METRICK-CHEN, LENORE	900.00		03/10/21	
		VIRTUAL CONVOS.W/ARTISTS				RE-ISSUE CK#135385				
		ACCOUNT TOTAL						900.00	.00	900.00
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
1482		09/21 AP		03/09/21	0395592	BLACK HAWK CO.RECORDER	42.00		03/10/21	
		RCD:NTC.FNL.ASSESS.PROC.				PORTER-234 CLARK DRIVE				
1482		09/21 AP		03/09/21	0395592	BLACK HAWK CO.RECORDER	52.00		03/10/21	
		RCD:NTC.FNL.ASSESS.PROC.				GEBHARDT-821 MADISON ST.				
1482		09/21 AP		03/09/21	0395592	BLACK HAWK CO.RECORDER	57.00		03/10/21	
		RCD:NTC.FNL.ASSESS.PROC.				COYLE-2303 WASHINGTON ST.				
		ACCOUNT TOTAL						151.00	.00	151.00

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FUND 101 GENERAL FUND										
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY				
1276		08/21 AP		02/02/21	0005467	PROFESSIONAL SOLUTIONS	50.52			03/03/21
						JANUARY CREDIT CARD FEES				
						ACCOUNT TOTAL	50.52	.00	50.52	
101-2235-412.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1276		08/21 AP		02/24/21	0005439	ADVANTAGE ADMIN-SECT.105	63.00			03/03/21
						HEALTH INS. REIMBURSEMENT				
1276		08/21 AP		02/03/21	0005436	ADVANTAGE ADMIN-SECT.105	422.88			03/03/21
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	485.88	.00	485.88	
101-2235-412.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
1276		08/21 AP		02/02/21	0005472	PROFESSIONAL SOLUTIONS	626.64			03/03/21
						JANUARY CREDIT CARD FEES				
1276		08/21 AP		02/02/21	0005473	PROFESSIONAL SOLUTIONS	528.44			03/03/21
						JANUARY CREDIT CARD FEES				
						ACCOUNT TOTAL	1,155.08	.00	1,155.08	
101-2253-423.89-04						MISCELLANEOUS SERVICES / SALES TAX				
1276		08/21 AP		02/24/21	0005456	IOWA DEPT.OF REVENUE	630.66			03/03/21
						SEMI MONTHLY SALES TAX				
1276		08/21 AP		02/09/21	0005454	IOWA DEPT.OF REVENUE	553.59			03/03/21
						SEMI MONTHLY SALES TAX				
						ACCOUNT TOTAL	1,184.25	.00	1,184.25	
101-2253-423.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
1276		08/21 AP		02/08/21	0005477	VANTIV INTEGRATED PAYMENT SOL	50.00			03/03/21
						GATEWAY FEES				
1276		08/21 AP		02/08/21	0005442	COMMUNITY BANKERS MERCHANT SV	91.39			03/03/21
						JANUARY CREDIT CARD FEES				
1276		08/21 AP		02/02/21	0005475	PROFESSIONAL SOLUTIONS	6.95			03/03/21
						JANUARY CREDIT CARD FEES				
1276		08/21 AP		02/02/21	0005462	PROFESSIONAL SOLUTIONS	6.95			03/03/21
						JANUARY CREDIT CARD FEES				
1276		08/21 AP		02/02/21	0005463	PROFESSIONAL SOLUTIONS	362.70			03/03/21
						JANUARY CREDIT CARD FEES				
						ACCOUNT TOTAL	517.99	.00	517.99	
101-2280-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				

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FUND 101 GENERAL FUND										
101-2280-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				continued
1482		09/21 AP		03/02/21	0395597	SKEENS, HEATHER	42.80			03/10/21
						RMB:UPGRADED ZOOM ACCOUNT				
						ACCOUNT TOTAL	42.80	.00	42.80	
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1276		08/21 AP		02/08/21	0005442	COMMUNITY BANKERS MERCHANT SV	43.97			03/03/21
						JANUARY CREDIT CARD FEES				
1276		08/21 AP		02/02/21	0005466	PROFESSIONAL SOLUTIONS	41.12			03/03/21
						JANUARY CREDIT CARD FEES				
						ACCOUNT TOTAL	85.09	.00	85.09	
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1276		08/21 AP		02/17/21	0005438	ADVANTAGE ADMIN-SECT.105	4.00			03/03/21
						HEALTH INS. REIMBURSEMENT				
1276		08/21 AP		02/17/21	0005438	ADVANTAGE ADMIN-SECT.105	500.00			03/03/21
						HEALTH INS. REIMBURSEMENT				
1276		08/21 AP		02/10/21	0005437	ADVANTAGE ADMIN-SECT.105	149.34			03/03/21
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	653.34	.00	653.34	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
1417		09/21 AP		02/23/21	0395529	ADELMUND, TRYSTON	28.00			03/02/21
						RMB:CHAUFFER'S LICENSE				
						ACCOUNT TOTAL	28.00	.00	28.00	
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1276		08/21 AP		02/03/21	0005436	ADVANTAGE ADMIN-SECT.105	72.36			03/03/21
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	72.36	.00	72.36	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1276		08/21 AP		02/02/21	0005468	PROFESSIONAL SOLUTIONS	22.36			03/03/21
						JANUARY CREDIT CARD FEES				
						ACCOUNT TOTAL	22.36	.00	22.36	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1417		09/21 AP		02/21/21	0395541	SITZMANN, JEFF	64.19			03/02/21

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FUND 101 GENERAL FUND								
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued		
					RMB:UNIFORM ALLOWANCE			
1417		09/21 AP	02/19/21	0395532	CARMAN, GAVIN	238.50		03/02/21
					RMB:UNIFORM ALLOWANCE			
1417		09/21 AP	02/14/21	0395530	BARRON, CARSON	61.24		03/02/21
					RMB:UNIFORM ALLOWANCE			
1417		09/21 AP	02/14/21	0395537	MADSEN, BRANDEN	238.50		03/02/21
					RMB:UNIFORM ALLOWANCE			
1417		09/21 AP	02/05/21	0395539	PURDY, TROY	17.33		03/02/21
					RMB:UNIFORM ALLOWANCE			
					AMAZON.COM			
ACCOUNT TOTAL						619.76	.00	619.76
101-6625-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
1417		09/21 AP	02/18/21	0395538	MCKINNEY, DONALD	127.68		03/02/21
					RMB:MILEAGE-AGG.TECH.CERT			
					DES MOINES			
ACCOUNT TOTAL						127.68	.00	127.68
FUND TOTAL						40,066.04	.00	40,066.04
FUND 203 TAX INCREMENT FINANCING								
FUND 206 STREET CONSTRUCTION FUND								
FUND 215 HOSPITAL FUND								
FUND 216 POLICE BLOCK GRANT FUND								
FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED								
1482		09/21 AP	03/08/21	0037453	GRAY, LEROY L. OR CAROLYN K.	1,647.00		03/10/21
					HAP CORR-DEIZARAE JENKINS			
1400		09/21 AP	03/01/21	0037387	BAUCH, JAMES C	617.00		02/26/21
					HAP_Prior D 032021			
1400		09/21 AP	03/01/21	0037439	RINNELS, DOUGLAS G.	253.00		02/26/21
					HAP_Wierck L 032021			
1400		09/21 AP	03/01/21	0037392	CHESTNUT, SHAWN	439.00		02/26/21
					HAP_Chestnut N 032021			
1400		09/21 AP	03/01/21	0037450	WEVERINK, TOM	1,150.00		02/26/21
					HAP_Archer A 032021			
1400		09/21 AP	03/01/21	0037450	WEVERINK, TOM	497.00		02/26/21
					HAP_Stewart J 032021			
1400		09/21 AP	03/01/21	0037405	EXCEPTIONAL PERSONS, INC.	391.00		02/26/21
					HAP_Nissen A 032021			
1400		09/21 AP	03/01/21	0037405	EXCEPTIONAL PERSONS, INC.	364.00		02/26/21
					HAP_Poldberg J 032021			
1400		09/21 AP	03/01/21	0037405	EXCEPTIONAL PERSONS, INC.	427.00		02/26/21
					HAP_Myers J 032021			
1400		09/21 AP	03/01/21	0037405	EXCEPTIONAL PERSONS, INC.	196.00		02/26/21
					HAP_Anderson B 032021			

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1400		09/21	AP	03/01/21	0037405	EXCEPTIONAL PERSONS, INC.	433.00			02/26/21
		HAP Blake M 032021								
1400		09/21	AP	03/01/21	0037405	EXCEPTIONAL PERSONS, INC.	196.00			02/26/21
		HAP Houdek C 032021								
1400		09/21	AP	03/01/21	0037405	EXCEPTIONAL PERSONS, INC.	408.00			02/26/21
		HAP Easterling R 032021								
1400		09/21	AP	03/01/21	0037412	GOLD FALLS VILLA	419.00			02/26/21
		HAP Jenkins D 032021								
1400		09/21	AP	03/01/21	0037412	GOLD FALLS VILLA	474.00			02/26/21
		HAP Shuman J 032021								
1400		09/21	AP	03/01/21	0037407	FORTSCH, ALEX E.	989.00			02/26/21
		HAP Guzzle T 032021								
1400		09/21	AP	03/01/21	0037449	WEVERINK, RANDY	99.00			02/26/21
		HAP Janssen M 032021								
1400		09/21	AP	03/01/21	0037449	WEVERINK, RANDY	725.00			02/26/21
		HAP Archer D 032021								
1400		09/21	AP	03/01/21	0037409	GEELAN, JOSEPH N.	372.00			02/26/21
		HAP Juhl A 032021								
1400		09/21	AP	03/01/21	0037409	GEELAN, JOSEPH N.	368.00			02/26/21
		HAP Becker T 032021								
1400		09/21	AP	03/01/21	0037394	CLARK ENTERPRISES LLC	520.00			02/26/21
		HAP Galvez Munguia 032021								
1400		09/21	AP	03/01/21	0037394	CLARK ENTERPRISES LLC	480.00			02/26/21
		HAP Hord B 032021								
1400		09/21	AP	03/01/21	0037394	CLARK ENTERPRISES LLC	181.00			02/26/21
		HAP Bachman K 032021								
1400		09/21	AP	03/01/21	0037394	CLARK ENTERPRISES LLC	235.00			02/26/21
		HAP Taylor T 032021								
1400		09/21	AP	03/01/21	0037413	GRAY, LEROY L. OR CAROLYN K.	249.00			02/26/21
		HAP Jenkins D 032021								
1400		09/21	AP	03/01/21	0037385	BARTELT PROPERTIES L.C.	437.00			02/26/21
		HAP Gebremedhin A 032021								
1400		09/21	AP	03/01/21	0037385	BARTELT PROPERTIES L.C.	689.00			02/26/21
		HAP Woodward C 032021								
1400		09/21	AP	03/01/21	0037385	BARTELT PROPERTIES L.C.	1,100.00			02/26/21
		HAP Avino G 032021								
1400		09/21	AP	03/01/21	0037402	EDGE MANAGEMENT GROUP, LLC	946.00			02/26/21
		HAP Gibson T 032021								
1400		09/21	AP	03/01/21	0037402	EDGE MANAGEMENT GROUP, LLC	850.00			02/26/21
		HAP Young C 032021								
1400		09/21	AP	03/01/21	0037397	COOK CO.HOUSING AUTHORITY	184.00			02/26/21
		HAP Goldstein K 032021								
1400		09/21	AP	03/01/21	0037437	PURDY PROPERTIES, LLC	680.00			02/26/21
		HAP Schmidt D 032021								
1400		09/21	AP	03/01/21	0037437	PURDY PROPERTIES, LLC	946.00			02/26/21
		HAP Cummings A 032021								
1400		09/21	AP	03/01/21	0037437	PURDY PROPERTIES, LLC	631.00			02/26/21
		HAP Leiss L 032021								
1400		09/21	AP	03/01/21	0037400	D & J PROPERTIES	503.00			02/26/21

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
					HAP Grant F 032021					
1400		09/21 AP		03/01/21	0037400	D & J PROPERTIES	142.00			02/26/21
					HAP Rogers S 032021					
1400		09/21 AP		03/01/21	0037400	D & J PROPERTIES	517.00			02/26/21
					HAP Terry M 032021					
1400		09/21 AP		03/01/21	0037400	D & J PROPERTIES	303.00			02/26/21
					HAP Bell M 032021					
1400		09/21 AP		03/01/21	0037400	D & J PROPERTIES	668.00			02/26/21
					HAP Redd S 032021					
1400		09/21 AP		03/01/21	0037399	CV PROPERTIES, LLC	295.00			02/26/21
					HAP Barr G 032021					
1400		09/21 AP		03/01/21	0037399	CV PROPERTIES, LLC	509.00			02/26/21
					HAP Langel A 032021					
1400		09/21 AP		03/01/21	0037443	STANDARD FAMILY ASSIST.LIVING	221.00			02/26/21
					HAP Refshauge T 032021					
1400		09/21 AP		03/01/21	0037390	CEDAR APARTMENTS LLC	155.00			02/26/21
					HAP Groskurth D 032021					
1400		09/21 AP		03/01/21	0037390	CEDAR APARTMENTS LLC	412.00			02/26/21
					HAP Becerra C 032021					
1400		09/21 AP		03/01/21	0037416	HAUS TO HOME INVESTMENTS	514.00			02/26/21
					HAP Lehr B 032021					
1400		09/21 AP		03/01/21	0037427	KYLER, DEBRA K.	451.00			02/26/21
					HAP Mussman C 032021					
1400		09/21 AP		03/01/21	0037441	SCHUERMAN PROPERTIES, LLC	895.00			02/26/21
					HAP Boehmer R 032021					
1400		09/21 AP		03/01/21	0037441	SCHUERMAN PROPERTIES, LLC	583.00			02/26/21
					HAP Blake R 032021					
1400		09/21 AP		03/01/21	0037441	SCHUERMAN PROPERTIES, LLC	1,000.00			02/26/21
					HAP Jurries P 032021					
1400		09/21 AP		03/01/21	0037444	SWEETING, LARRY	686.00			02/26/21
					HAP Schumacher D 032021					
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	467.00			02/26/21
					HAP Hoth P 032021					
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	228.00			02/26/21
					HAP Stock M 032021					
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	412.00			02/26/21
					HAP Stegen R 032021					
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	479.00			02/26/21
					HAP Howe J 032021					
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	206.00			02/26/21
					HAP Schlueter J 032021					
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	182.00			02/26/21
					HAP Wray M 032021					
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	379.00			02/26/21
					HAP Hayden J 032021					
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	142.00			02/26/21
					HAP Youngberg L 032021					
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	410.00			02/26/21
					HAP_Greene L 032021					



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				
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	70.00			02/26/21
		HAP_Brown J 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	298.00			02/26/21
		HAP_Shelton S 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	211.00			02/26/21
		HAP_Vognsen P 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	390.00			02/26/21
		HAP_Toms L 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	402.00			02/26/21
		HAP_Good S 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	155.00			02/26/21
		HAP_Garvis C 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	263.00			02/26/21
		HAP_Ford M 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	491.00			02/26/21
		HAP_Henning S 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	444.00			02/26/21
		HAP_Turner S 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	236.00			02/26/21
		HAP_Martin H 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	435.00			02/26/21
		HAP_Strickland L 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	212.00			02/26/21
		HAP_Matthias L 032021								
1400		09/21 AP		03/01/21	0037446	THUNDER RIDGE SR.APARTMENTS L	405.00			02/26/21
		HAP_Lebahn B 032021								
1400		09/21 AP		03/01/21	0037411	GLENN, MATTHEW	300.00			02/26/21
		HAP_Clayton R 032021								
1400		09/21 AP		03/01/21	0037447	VILLAGE I AT NINE23 APARTMENT	399.00			02/26/21
		HAP_Gordon Jr. T 032021								
1400		09/21 AP		03/01/21	0037447	VILLAGE I AT NINE23 APARTMENT	461.00			02/26/21
		HAP_Redd A 032021								
1400		09/21 AP		03/01/21	0037447	VILLAGE I AT NINE23 APARTMENT	292.00			02/26/21
		HAP_Mace T 032021								
1400		09/21 AP		03/01/21	0037447	VILLAGE I AT NINE23 APARTMENT	428.00			02/26/21
		HAP_Smith T 032021								
1400		09/21 AP		03/01/21	0037447	VILLAGE I AT NINE23 APARTMENT	179.00			02/26/21
		HAP_Vaughn S 032021								
1400		09/21 AP		03/01/21	0037447	VILLAGE I AT NINE23 APARTMENT	686.00			02/26/21
		HAP_Gilmore A 032021								
1400		09/21 AP		03/01/21	0037447	VILLAGE I AT NINE23 APARTMENT	466.00			02/26/21
		HAP_Nelson B 032021								
1400		09/21 AP		03/01/21	0037447	VILLAGE I AT NINE23 APARTMENT	138.00			02/26/21
		HAP_Duesenberg J 032021								
1400		09/21 AP		03/01/21	0037447	VILLAGE I AT NINE23 APARTMENT	261.00			02/26/21
		HAP_Ford D 032021								
1400		09/21 AP		03/01/21	0037447	VILLAGE I AT NINE23 APARTMENT	662.00			02/26/21
		HAP_Ambrose A 032021								
1400		09/21 AP		03/01/21	0037447	VILLAGE I AT NINE23 APARTMENT	398.00			02/26/21

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				
1400				09/21	AP 03/01/21 0037447	HAP_Smith W 032021 VILLAGE I AT NINE23 APARTMENT	400.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Aswegan S 032021 VILLAGE I AT NINE23 APARTMENT	610.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Ducharme T 032021 VILLAGE I AT NINE23 APARTMENT	497.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Prior L 032021 VILLAGE I AT NINE23 APARTMENT	366.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Cameron J 032021 VILLAGE I AT NINE23 APARTMENT	45.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Prior A 032021 VILLAGE I AT NINE23 APARTMENT	610.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Clark T 032021 VILLAGE I AT NINE23 APARTMENT	428.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Brandt D 032021 VILLAGE I AT NINE23 APARTMENT	327.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Greene D 032021 VILLAGE I AT NINE23 APARTMENT	428.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Moore D 032021 VILLAGE I AT NINE23 APARTMENT	155.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Dixon S 032021 VILLAGE I AT NINE23 APARTMENT	678.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Harper S 032021 VILLAGE I AT NINE23 APARTMENT	216.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Bradley J 032021 VILLAGE I AT NINE23 APARTMENT	276.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Porter J 032021 VILLAGE I AT NINE23 APARTMENT	260.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Swartley J 032021 VILLAGE I AT NINE23 APARTMENT	237.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Havlik C 032021 VILLAGE I AT NINE23 APARTMENT	680.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Henderson D 032021 VILLAGE I AT NINE23 APARTMENT	258.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Aswegan J 032021 VILLAGE I AT NINE23 APARTMENT	422.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Temple S 032021 VILLAGE I AT NINE23 APARTMENT	579.00			02/26/21
1400				09/21	AP 03/01/21 0037447	HAP_Hernandez Serr 032021 VILLAGE I AT NINE23 APARTMENT	569.00			02/26/21
1400				09/21	AP 03/01/21 0037391	HAP_Fry S 032021 CEDAR FALLS UTILITIES-SEC.8	27.00			02/26/21
1400				09/21	AP 03/01/21 0037391	Lindgren 5732705968 CEDAR FALLS UTILITIES-SEC.8	55.00			02/26/21
1400				09/21	AP 03/01/21 0037391	Archer 9095290344 CEDAR FALLS UTILITIES-SEC.8	48.00			02/26/21
1400				09/21	AP 03/01/21 0037391	Santiago-Lebron 873567879 CEDAR FALLS UTILITIES-SEC.8	154.00			02/26/21
1400				09/21	AP 03/01/21 0037391	Bracelly 9823574708				

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
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	46.00		02/26/21	
		Boehmer 08276056267								
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	28.00		02/26/21	
		Avino 591464234								
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	148.00		02/26/21	
		Payne 5852275772								
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	47.00		02/26/21	
		Young 1995063175								
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	49.00		02/26/21	
		Rule 9816666531								
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	85.00		02/26/21	
		Mulanax								
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	100.00		02/26/21	
		Johnson 4551323904								
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	22.00		02/26/21	
		Henderson 9651433829								
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	171.00		02/26/21	
		Archer 7038175862								
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	91.00		02/26/21	
		Jurries 7681775462								
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	100.00		02/26/21	
		Forney 5525104763								
1400		09/21	AP	03/01/21	0037391	CEDAR FALLS UTILITIES-SEC.8	110.00		02/26/21	
		Atkins 1050264405								
1400		09/21	AP	03/01/21	0037430	MALBEC PROPERTIES, LLC	453.00		02/26/21	
		HAP_Bakel P 032021								
1400		09/21	AP	03/01/21	0037430	MALBEC PROPERTIES, LLC	414.00		02/26/21	
		HAP_Graves D 032021								
1400		09/21	AP	03/01/21	0037430	MALBEC PROPERTIES, LLC	419.00		02/26/21	
		HAP_Halterman A 032021								
1400		09/21	AP	03/01/21	0037430	MALBEC PROPERTIES, LLC	379.00		02/26/21	
		HAP_Himes G 032021								
1400		09/21	AP	03/01/21	0037430	MALBEC PROPERTIES, LLC	230.00		02/26/21	
		HAP_Stevens B 032021								
1400		09/21	AP	03/01/21	0037430	MALBEC PROPERTIES, LLC	426.00		02/26/21	
		HAP_Weaver J 032021								
1400		09/21	AP	03/01/21	0037430	MALBEC PROPERTIES, LLC	401.00		02/26/21	
		HAP_Hepker D 032021								
1400		09/21	AP	03/01/21	0037393	CHRISTOPHERSON RENTALS	472.00		02/26/21	
		HAP_Gregory L 032021								
1400		09/21	AP	03/01/21	0037393	CHRISTOPHERSON RENTALS	666.00		02/26/21	
		HAP_Ricks F 032021								
1400		09/21	AP	03/01/21	0037393	CHRISTOPHERSON RENTALS	503.00		02/26/21	
		HAP_Williams L 032021								
1400		09/21	AP	03/01/21	0037393	CHRISTOPHERSON RENTALS	385.00		02/26/21	
		HAP_Carlyle T 032021								
1400		09/21	AP	03/01/21	0037393	CHRISTOPHERSON RENTALS	985.00		02/26/21	
		HAP_BRINER K 032021								
1400		09/21	AP	03/01/21	0037393	CHRISTOPHERSON RENTALS	481.00		02/26/21	

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued								
1400		09/21 AP		03/01/21	0037393 HAP_Hunt M 032021 CHRISTOPHERSON RENTALS	646.00		02/26/21
1400		09/21 AP		03/01/21	0037393 HAP_Dyer A 032021 CHRISTOPHERSON RENTALS	324.00		02/26/21
1400		09/21 AP		03/01/21	0037393 HAP_Schwaab A 032021 CHRISTOPHERSON RENTALS	691.00		02/26/21
1400		09/21 AP		03/01/21	0037393 HAP_Hoffert J 032021 CHRISTOPHERSON RENTALS	439.00		02/26/21
1400		09/21 AP		03/01/21	0037432 HAP_Sumerall T 032021 MELICK, KENT L.	598.00		02/26/21
1400		09/21 AP		03/01/21	0037436 HAP_Drewelow D 032021 PETERSEN, RANDEL	1,034.00		02/26/21
1400		09/21 AP		03/01/21	0037433 HAP_Brown S 032021 MHP 2216 LINCOLN STREET, LLC	437.00		02/26/21
1400		09/21 AP		03/01/21	0037433 HAP_Cochran S 032021 MHP 2216 LINCOLN STREET, LLC	576.00		02/26/21
1400		09/21 AP		03/01/21	0037433 HAP_Johnson T 032021 MHP 2216 LINCOLN STREET, LLC	448.00		02/26/21
1400		09/21 AP		03/01/21	0037433 HAP_Malone S 032021 MHP 2216 LINCOLN STREET, LLC	438.00		02/26/21
1400		09/21 AP		03/01/21	0037433 HAP_Wilder S 032021 MHP 2216 LINCOLN STREET, LLC	550.00		02/26/21
1400		09/21 AP		03/01/21	0037433 HAP_Rule S 032021 MHP 2216 LINCOLN STREET, LLC	323.00		02/26/21
1400		09/21 AP		03/01/21	0037404 HAP_Jones T 032021 EPM IOWA	902.00		02/26/21
1400		09/21 AP		03/01/21	0037404 HAP_Nicholson K 032021 EPM IOWA	1,373.00		02/26/21
1400		09/21 AP		03/01/21	0037404 HAP_Santiago-Lebro 032021 EPM IOWA	738.00		02/26/21
1400		09/21 AP		03/01/21	0037404 HAP_Harkrider D 032021 EPM IOWA	548.00		02/26/21
1400		09/21 AP		03/01/21	0037404 HAP_Thompson T 032021 EPM IOWA	723.00		02/26/21
1400		09/21 AP		03/01/21	0037401 HAP_Frisch K 032021 DC MANAGEMENT, LLC	585.00		02/26/21
1400		09/21 AP		03/01/21	0037426 HAP_White M 032021 KROEMER, KRAIG	417.00		02/26/21
1400		09/21 AP		03/01/21	0037429 HAP_Currie L 032021 LEGACY RESIDENTIAL	394.00		02/26/21
1400		09/21 AP		03/01/21	0037384 HAP_Jordan L 032021 ARENDS INVESTMENTS	272.00		02/26/21
1400		09/21 AP		03/01/21	0037434 HAP_Wortham W 032021 OWL INVESTMENTS, LLC	503.00		02/26/21
1400		09/21 AP		03/01/21	0037398 HAP_Schroeder S 032021 CRESCENT CONDOMINIUMS, LLC	430.00		02/26/21
1400		09/21 AP		03/01/21	0037406 HAP_Lohr K 032021 FERNHOLZ, KARI L.	1,220.00		02/26/21
					032021 HAP_Carlton D 032021			

PREPARED 03/11/2021, 11:42:30  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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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			
1400				09/21 AP 03/01/21 0037440	ROGERS, DERICK	831.00		02/26/21
				HAP_Sherwood J 032021				
1400				09/21 AP 03/01/21 0037422	KAI, BRENT	275.00		02/26/21
				HAP_Hamilton T 032021				
1400				09/21 AP 03/01/21 0037442	STAND FIRM PROPERTIES LLC	399.00		02/26/21
				HAP_Hodge G 032021				
1400				09/21 AP 03/01/21 0037442	STAND FIRM PROPERTIES LLC	485.00		02/26/21
				HAP_Washington V 032021				
1400				09/21 AP 03/01/21 0037452	WYMORE, LARRY R.	597.00		02/26/21
				HAP_MOFFETT J 032021				
1400				09/21 AP 03/01/21 0037451	WINGSB, LLC	104.00		02/26/21
				HAP_Spiers A 032021				
1400				09/21 AP 03/01/21 0037451	WINGSB, LLC	770.00		02/26/21
				HAP_Johnson A 032021				
1400				09/21 AP 03/01/21 0037421	JLL EXTENDED STAY INN	195.00		02/26/21
				HAP_Zanders D 032021				
1400				09/21 AP 03/01/21 0037421	JLL EXTENDED STAY INN	298.00		02/26/21
				HAP_Moore E 032021				
1400				09/21 AP 03/01/21 0037428	LARSEN RENTALS LLC	507.00		02/26/21
				HAP_Boyd J 032021				
1400				09/21 AP 03/01/21 0037428	LARSEN RENTALS LLC	507.00		02/26/21
				HAP_Grisby C 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	412.00		02/26/21
				HAP_Haug K 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	428.00		02/26/21
				HAP_Loffredo C 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	530.00		02/26/21
				HAP_Brown S 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	652.00		02/26/21
				HAP_Miller K 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	328.00		02/26/21
				HAP_Dzapo S 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	339.00		02/26/21
				HAP_Wilson J 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	236.00		02/26/21
				HAP_King D 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	513.00		02/26/21
				HAP_Reams L 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	139.00		02/26/21
				HAP_Rogers E 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	304.00		02/26/21
				HAP_Sommerfelt C 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	391.00		02/26/21
				HAP_Garrigus S 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	396.00		02/26/21
				HAP_Cruise B 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	397.00		02/26/21
				HAP_Billman D 032021				
1400				09/21 AP 03/01/21 0037448	VILLAGE II AT NINE23 APARTMEN	388.00		02/26/21

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 Lam K 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	671.00			02/26/21
					HAP Mullins J 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	211.00			02/26/21
					HAP Hoodjer S 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	480.00			02/26/21
					HAP Wiedow C 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	375.00			02/26/21
					HAP OBrien N 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	434.00			02/26/21
					HAP Humphrey E 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	402.00			02/26/21
					HAP Harrenstein G 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	437.00			02/26/21
					HAP BALM D 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	181.00			02/26/21
					HAP Frazier T 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	518.00			02/26/21
					HAP Nielsen J 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	319.00			02/26/21
					HAP Saccento J 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	705.00			02/26/21
					HAP Forney A 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	311.00			02/26/21
					HAP O'dell J 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	333.00			02/26/21
					HAP Harmon A 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	430.00			02/26/21
					HAP Harken G 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	284.00			02/26/21
					HAP Humphrey J 032021					
1400		09/21 AP		03/01/21	0037448	VILLAGE II AT NINE23 APARTMEN	610.00			02/26/21
					HAP Wilson S 032021					
1400		09/21 AP		03/01/21	0037423	KLEIN, JULIE	152.00			02/26/21
					HAP Stover A 032021					
1400		09/21 AP		03/01/21	0037417	HOUSING AUTHORITY OF JOLIET	999.00			02/26/21
					HAP Wilson Q 032021					
1400		09/21 AP		03/01/21	0037418	HOWARD, BRAD	933.00			02/26/21
					HAP Thrower M 032021					
1400		09/21 AP		03/01/21	0037425	KREMER PROPERTIES LLC	810.00			02/26/21
					HAP Mulanax W 032021					
1400		09/21 AP		03/01/21	0037424	KRAAYENBRINK, RANDY L.	644.00			02/26/21
					HAP Maltas M 032021					
1400		09/21 AP		03/01/21	0037424	KRAAYENBRINK, RANDY L.	150.00			02/26/21
					HAP Ewing J 032021					
1400		09/21 AP		03/01/21	0037414	HALVERSON, RHIANA	1,200.00			02/26/21
					HAP Atkins T 032021					
1400		09/21 AP		03/01/21	0037395	CMY PROPERTIES, LLC	289.00			02/26/21
					HAP Garcia K 032021					

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1400		09/21 AP		03/01/21	0037396	CNC INVESTMENTS, LLC	948.00			02/26/21
		HAP_Carrillo D 032021								
1400		09/21 AP		03/01/21	0037438	R & R RENTAL PROPERTIES, LLC	914.00			02/26/21
		HAP_Gordon A 032021								
1400		09/21 AP		03/01/21	0037388	BUTLER, MICHAEL	509.00			02/26/21
		HAP_Cochran C 032021								
1400		09/21 AP		03/01/21	0037419	HUNTER PROPERTY LLC	768.00			02/26/21
		HAP_Thompson L 032021								
1400		09/21 AP		03/01/21	0037415	HANSON, KALEEN KIRCHNER	1,200.00			02/26/21
		HAP_Payne I 032021								
1400		09/21 AP		03/01/21	0037435	PAULSON, JAMES	350.00			02/26/21
		HAP_Topping R 032021								
1400		09/21 AP		03/01/21	0037435	PAULSON, JAMES	153.00			02/26/21
		HAP_Gordon L 032021								
1400		09/21 AP		03/01/21	0037403	ELMCREST ESTATES, L.C.	565.00			02/26/21
		HAP_Davis D 032021								
1400		09/21 AP		03/01/21	0037431	MCKERNAN, JAMES M.	407.00			02/26/21
		HAP_Buchanan J 032021								
1400		09/21 AP		03/01/21	0037431	MCKERNAN, JAMES M.	717.00			02/26/21
		HAP_Porter R 032021								
1400		09/21 AP		03/01/21	0037408	G P MANAGEMENT LLC	403.00			02/26/21
		HAP_Wenzel J 032021								
1400		09/21 AP		03/01/21	0037445	T.J.J.C. L.L.C.	201.00			02/26/21
		HAP_Hornback K 032021								
1400		09/21 AP		03/01/21	0037445	T.J.J.C. L.L.C.	650.00			02/26/21
		HAP_Braccelly J 032021								
1400		09/21 AP		03/01/21	0037445	T.J.J.C. L.L.C.	282.00			02/26/21
		HAP_Dornbrock M 032021								
1400		09/21 AP		03/01/21	0037410	GERDES III, BENJAMIN P.	283.00			02/26/21
		HAP_Allessi S 032021								
1400		09/21 AP		03/01/21	0037410	GERDES III, BENJAMIN P.	700.00			02/26/21
		HAP_Lindgren T 032021								
1400		09/21 AP		03/01/21	0037410	GERDES III, BENJAMIN P.	603.00			02/26/21
		HAP_Beaman D 032021								
1400		09/21 AP		03/01/21	0037410	GERDES III, BENJAMIN P.	618.00			02/26/21
		HAP_Sherwood D 032021								
1400		09/21 AP		03/01/21	0037410	GERDES III, BENJAMIN P.	766.00			02/26/21
		HAP_Apfel A 032021								
1400		09/21 AP		03/01/21	0037420	J & A PROPERTIES	796.00			02/26/21
		HAP_Bailey N 032021								
1400		09/21 AP		03/01/21	0037386	BARTELT RENTALS L.C.	475.00			02/26/21
		HAP_Luck J 032021								
1400		09/21 AP		03/01/21	0037386	BARTELT RENTALS L.C.	850.00			02/26/21
		HAP_Woods N 032021								
1400		09/21 AP		03/01/21	0037389	C & H HOLDINGS LLC	551.00			02/26/21
		HAP_Ross S 032021								
ACCOUNT TOTAL							104,186.00	.00	104,186.00	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
1400		09/21 AP		03/01/21	0037397	COOK CO.HOUSING AUTHORITY	34.16			02/26/21
		AF_Goldstein K 032021								
1400		09/21 AP		03/01/21	0037417	HOUSING AUTHORITY OF JOLIET	37.70			02/26/21
		AF_Wilson Q 032021								
ACCOUNT TOTAL							71.86	.00	71.86	
FUND TOTAL							104,257.86	.00	104,257.86	
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1276		08/21 AP		02/24/21	0005439	ADVANTAGE ADMIN-SECT.105	197.06			03/03/21
		HEALTH INS. REIMBURSEMENT								
1276		08/21 AP		02/24/21	0005439	ADVANTAGE ADMIN-SECT.105	11.70			03/03/21
		HEALTH INS. REIMBURSEMENT								
ACCOUNT TOTAL							208.76	.00	208.76	
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1276		08/21 AP		02/02/21	0005467	PROFESSIONAL SOLUTIONS	.41			03/03/21
		JANUARY CREDIT CARD FEES								
ACCOUNT TOTAL							.41	.00	.41	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1438		09/21 AP		03/01/21	0395582	MENNEN, MIKE	33.62			03/04/21
		RMB:TRAVEL-GIRLS STATE BB DES MOINES								
ACCOUNT TOTAL							33.62	.00	33.62	
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
1461		09/21 AP		03/06/21	0395590	STOW, CHRISTIAN	200.00			03/08/21
		UNI FOOTBALL-MISSOURI ST. CAMERA OPERATOR								
		PROJECT#: 756								
1461		09/21 AP		03/06/21	0395589	HUNT, PHILLIP	200.00			03/08/21
		UNI FOOTBALL-MISSOURI ST. CAMERA OPERATOR								
		PROJECT#: 756								
1461		09/21 AP		03/06/21	0395591	SURMA, JOSEPH EDWARD	200.00			03/08/21
		UNI FOOTBALL-MISSOURI ST. CAMERA OPERATOR								
		PROJECT#: 756								
1461		09/21 AP		03/06/21	0395588	DEWITT, JASON	200.00			03/08/21



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FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
PROJECT#: 756						UNI FOOTBALL-MISSOURI ST.	CAMERA OPERATOR			
1461		09/21 AP		03/06/21	0395586	BENSON, ERIC	200.00			03/08/21
PROJECT#: 756						UNI FOOTBALL-MISSOURI ST.	CAMERA OPERATOR			
1438		09/21 AP		03/02/21	0395585	THORN, KEVIN	85.00			03/04/21
PROJECT#: 759						CF BOYS BB SUBSTATE FINAL	CAMERA OPERATOR			
1438		09/21 AP		03/02/21	0395579	BENSON, ERIC	85.00			03/04/21
PROJECT#: 759						CF BOYS BB SUBSTATE FINAL	CAMERA OPERATOR			
1438		09/21 AP		03/02/21	0395584	STOW, CHRISTIAN	85.00			03/04/21
PROJECT#: 759						CF BOYS BB SUBSTATE FINAL	CAMERA OPERATOR			
1438		09/21 AP		03/02/21	0395580	DEWITT, JASON	85.00			03/04/21
PROJECT#: 759						CF BOYS BB SUBSTATE FINAL	CAMERA OPERATOR			
1438		09/21 AP		03/02/21	0395581	LONGNECKER, JEREMIAH	100.00			03/04/21
PROJECT#: 759						CF BOYS BB SUBSTATE FINAL	ANNOUNCER			
1438		09/21 AP		03/02/21	0395583	SIMPSON, MARK	120.00			03/04/21
PROJECT#: 759						CF BOYS BB SUBSTATE FINAL	ANNOUNCER			
1417		09/21 AP		02/25/21	0395545	THORN, KEVIN	100.00			03/02/21
PROJECT#: 756						WATERLOO WARRIORS HOCKEY	CAMERA OPERATOR			
1417		09/21 AP		02/25/21	0395544	SURMA, JOSEPH EDWARD	100.00			03/02/21
PROJECT#: 756						WATERLOO WARRIORS HOCKEY	CAMERA OPERATOR			
1417		09/21 AP		02/25/21	0395543	STOW, CHRISTIAN	100.00			03/02/21
PROJECT#: 756						WATERLOO WARRIORS HOCKEY	CAMERA OPERATOR			
1417		09/21 AP		02/25/21	0395533	DEWITT, JASON	100.00			03/02/21
PROJECT#: 756						WATERLOO WARRIORS HOCKEY	CAMERA OPERATOR			
1417		09/21 AP		02/25/21	0395540	SIMPSON, MARK	120.00			03/02/21
PROJECT#: 756						WATERLOO WARRIORS HOCKEY	ANNOUNCER			
1417		09/21 AP		02/25/21	0395534	LONGNECKER, JEREMIAH	120.00			03/02/21
PROJECT#: 756						WATERLOO WARRIORS HOCKEY	ANNOUNCER			
ACCOUNT TOTAL							2,200.00	.00	2,200.00	
FUND TOTAL							2,442.79	.00	2,442.79	
FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1276		08/21 AP		02/02/21	0005467	PROFESSIONAL SOLUTIONS	10.33			03/03/21
PROJECT#: 756						JANUARY CREDIT CARD FEES				
1276		08/21 AP		02/02/21	0005469	PROFESSIONAL SOLUTIONS	129.98			03/03/21
PROJECT#: 756						JANUARY CREDIT CARD FEES				
1276		08/21 AP		02/02/21	0005470	PROFESSIONAL SOLUTIONS	11.90			03/03/21

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FUND 258 PARKING FUND								
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued		
JANUARY CREDIT CARD FEES								
1276		08/21 AP		02/02/21	0005471 PROFESSIONAL SOLUTIONS	11.90		03/03/21
JANUARY CREDIT CARD FEES								
ACCOUNT TOTAL						164.11	.00	164.11
FUND TOTAL						164.11	.00	164.11
FUND 261 TOURISM & VISITORS								
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP								
1276		08/21 AP		02/02/21	0005465 PROFESSIONAL SOLUTIONS	7.75		03/03/21
JANUARY CREDIT CARD FEES								
ACCOUNT TOTAL						7.75	.00	7.75
261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX								
1276		08/21 AP		02/09/21	0005454 IOWA DEPT.OF REVENUE	1.54		03/03/21
SEMI MONTHLY SALES TAX VISITOR & TOURISM								
ACCOUNT TOTAL						1.54	.00	1.54
FUND TOTAL						9.29	.00	9.29
FUND 262 SENIOR SERVICES & COMM CT								
262-1092-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1310		09/21 AP		02/09/21	0395575 STOREY KENWORTHY	35.74		02/26/21
LETTER-SIZE COPY PAPER 1 BOX								
ACCOUNT TOTAL						35.74	.00	35.74
262-1092-423.85-01 UTILITIES / UTILITIES								
1361		09/21 AP		02/05/21	0395555 CEDAR FALLS UTILITIES	1,014.20		02/26/21
COMMUNITY CNTR UTILITIES								
ACCOUNT TOTAL						1,014.20	.00	1,014.20
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1361		09/21 AP		02/22/21	0395558 CITY LAUNDERING CO.	8.50		02/26/21
COMM. CENTER MAT SERVICE								
1310		09/21 AP		02/08/21	0395558 CITY LAUNDERING CO.	8.50		02/26/21
COMM. CENTER MAT SERVICE								
1310		09/21 AP		01/25/21	0395558 CITY LAUNDERING CO.	8.50		02/26/21

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FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
COMM. CENTER MAT SERVICE									
ACCOUNT TOTAL							25.50	.00	25.50
FUND TOTAL							1,075.44	.00	1,075.44
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP									
1276		08/21	AP	02/17/21	0005444	EMC RISK SERVICES, LLC	6,677.89		03/03/21
WORKER COMP-POLICE CLAIM									
ACCOUNT TOTAL							6,677.89	.00	6,677.89
FUND TOTAL							6,677.89	.00	6,677.89
FUND 293 FIRE RETIREMENT FUND									
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP									
1276		08/21	AP	02/17/21	0005444	EMC RISK SERVICES, LLC	2,221.03		03/03/21
WORKER COMP-FIRE CLAIM									
ACCOUNT TOTAL							2,221.03	.00	2,221.03
FUND TOTAL							2,221.03	.00	2,221.03
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									
404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG									
1309		09/21	AP	02/11/21	0395575	STOREY KENWORTHY	316.49		02/26/21
DISINFECTNG WIPES & MASKS									
PROJECT#: 012020									
ACCOUNT TOTAL							316.49	.00	316.49
FUND TOTAL							316.49	.00	316.49

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FUND 405	FLOOD RESERVE FUND								
FUND 407	VISION IOWA PROJECT								
FUND 408	STREET IMPROVEMENT FUND								
FUND 430	2004 TIF BOND								
FUND 431	2014 BOND								
FUND 432	2003 BOND								
FUND 433	2001 TIF								
FUND 434	2000 BOND								
FUND 435	1999 TIF								
FUND 436	2012 BOND								
436-1220-431.98-62	CAPITAL PROJECTS / CLAY ST. PARK DRAINAGE								
1482	09/21 AP 03/09/21 0395592					BLACK HAWK CO.RECORDER	12.00		03/10/21
	3146-CLAY ST. PARK DRAIN.					NTC.OF USE RESTRICTIONS			
PROJECT#:	023146								
	ACCOUNT TOTAL						12.00	.00	12.00
	FUND TOTAL						12.00	.00	12.00
FUND 437	2018 BOND								
FUND 438	2020 BOND FUND								
438-1220-431.98-83	CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON								
1482	09/21 AP 03/09/21 0395592					BLACK HAWK CO.RECORDER	27.00		03/10/21
	3171-CEDAR HEIGHTS RECON.					TEMP.EASE.-JDM PROP.HOLD.			
PROJECT#:	023171								
1482	09/21 AP 03/09/21 0395592					BLACK HAWK CO.RECORDER	102.00		03/10/21
	3171-CEDAR HEIGHTS RECON.					UTIL.EASE.-CENTURYLINK			
PROJECT#:	023171								
	ACCOUNT TOTAL						129.00	.00	129.00
	FUND TOTAL						129.00	.00	129.00
FUND 439	2008 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	2006 SEWER BONDS								

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FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE									
1276		08/21	AP	02/09/21	0005454	IOWA DEPT.OF REVENUE SEMI MONTHLY SALES TAX	312.81		03/03/21
ACCOUNT TOTAL							312.81	.00	312.81
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1276		08/21	AP	02/02/21	0005467	PROFESSIONAL SOLUTIONS	29.13		03/03/21
1276		08/21	AP	02/02/21	0005474	JANUARY CREDIT CARD FEES PROFESSIONAL SOLUTIONS	410.15		03/03/21
ACCOUNT TOTAL							439.28	.00	439.28
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1461		09/21	AP	02/28/21	0395587	BLACK HAWK CO.LANDFILL	17,298.45		03/08/21
1417		09/21	AP	02/15/21	0395531	LANDFILL SRV:2/16-2/28/21 BLACK HAWK CO.LANDFILL	16,804.62		03/02/21
ACCOUNT TOTAL							34,103.07	.00	34,103.07
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
1276		08/21	AP	02/24/21	0005456	IOWA DEPT.OF REVENUE	76.64		03/03/21
1276		08/21	AP	02/09/21	0005454	SEMI MONTHLY SALES TAX IOWA DEPT.OF REVENUE	73.90		03/03/21
ACCOUNT TOTAL							150.54	.00	150.54
FUND TOTAL							35,005.70	.00	35,005.70
FUND 552 SEWER RENTAL FUND									
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE									
1482		09/21	AP	03/09/21	0395592	BLACK HAWK CO.RECORDER	32.00		03/10/21
						3182-OAK PARK SEWER REPL. TEMP.CONST.EASE-SNODGRASS			
PROJECT#:					023182				
1482		09/21	AP	03/09/21	0395592	BLACK HAWK CO.RECORDER	27.00		03/10/21
						3182-OAK PARK SEWER REPL. PERM.SEWER.EASE-SNODGRASS			
PROJECT#:					023182				

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 552 SEWER RENTAL FUND								
552-6655-436.96-82						OAK PARK SEWER REPLACE	continued	
1482		09/21 AP		03/09/21	0395592	BLACK HAWK CO.RECORDER	32.00	03/10/21
						3182-OAK PARK SEWER REPL.		
						SUBORD.AGRMT.-SNODGRASS		
PROJECT#:					023182			
1482		09/21 AP		03/08/21	0395594	JAMES SNODGRASS	13,068.00	03/10/21
						3182-OAK PARK SEWER REPL.		
						PARCEL#11-PURCHASE AGRMT.		
PROJECT#:					023182			
						ACCOUNT TOTAL	13,159.00	.00
								13,159.00
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
1276		08/21 AP		02/03/21	0005436	ADVANTAGE ADMIN-SECT.105	87.34	03/03/21
						HEALTH INS. REIMBURSEMENT		
						ACCOUNT TOTAL	87.34	.00
								87.34
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL								
1417		09/21 AP		02/15/21	0395531	BLACK HAWK CO.LANDFILL	68.02	03/02/21
						LANDFILL SRV:2/1-2/15/21		
						ACCOUNT TOTAL	68.02	.00
								68.02
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX								
1276		08/21 AP		02/24/21	0005456	IOWA DEPT.OF REVENUE	778.84	03/03/21
						SEMI MONTHLY SALES TAX		
1276		08/21 AP		02/09/21	0005454	IOWA DEPT.OF REVENUE	5,421.55	03/03/21
						SEMI MONTHLY SALES TAX		
						ACCOUNT TOTAL	6,200.39	.00
								6,200.39
						FUND TOTAL	19,514.75	.00
								19,514.75
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-432.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT		
1276		08/21 AP		02/24/21	0005439	ADVANTAGE ADMIN-SECT.105	27.80	03/03/21
						HEALTH INS. REIMBURSEMENT		
						ACCOUNT TOTAL	27.80	.00
								27.80
						FUND TOTAL	27.80	.00
								27.80

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FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1482		09/21 AP		03/01/21	0395593	CENTURYLINK	69.51		03/10/21
						CITY PHONE SERV.-MAR'21			
1482		09/21 AP		03/01/21	0395593	CENTURYLINK	53.85		03/10/21
						CITY PHONE SERV.-MAR'21			
1417		09/21 AP		02/19/21	0395547	VERIZON WIRELESS	1,161.17		03/02/21
						WIRELESS SRV:2/20-3/19/21			
1417		09/21 AP		02/06/21	0395546	U.S. CELLULAR	2,476.08		03/02/21
						WIRELESS SRV:2/6-3/5/21			
						ACCOUNT TOTAL	3,760.61	.00	3,760.61
						FUND TOTAL	3,760.61	.00	3,760.61
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
1276		08/21 AP		02/26/21	0005482	WELLMARK IOWA	48,882.44		03/03/21
						HEALTH CLAIMS PROCESSING			
1276		08/21 AP		02/22/21	0005448	EXPRESS SCRIPTS, INC.	25,192.17		03/03/21
						RX CLAIMS PROCESSING			
1276		08/21 AP		02/19/21	0005481	WELLMARK IOWA	54,910.80		03/03/21
						HEALTH CLAIMS PROCESSING			
1276		08/21 AP		02/17/21	0005447	EXPRESS SCRIPTS, INC.	18,122.86		03/03/21
						RX CLAIMS PROCESSING			
1276		08/21 AP		02/12/21	0005480	WELLMARK IOWA	68,469.61		03/03/21
						HEALTH CLAIMS PROCESSING			
1276		08/21 AP		02/08/21	0005446	EXPRESS SCRIPTS, INC.	8,795.41		03/03/21
						RX CLAIMS PROCESSING			
1276		08/21 AP		02/01/21	0005445	EXPRESS SCRIPTS, INC.	13,886.65		03/03/21
						RX CLAIMS PROCESSING			
						ACCOUNT TOTAL	238,259.94	.00	238,259.94
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE									
1276		08/21 AP		02/01/21	0005443	DELTA DENTAL OF IOWA	7,126.84		03/03/21
						FEBRUARY 2021 DENTAL			
						ACCOUNT TOTAL	7,126.84	.00	7,126.84
						FUND TOTAL	245,386.78	.00	245,386.78

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FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
1482		09/21	AP	03/08/21	0395596	REGENOLD, SHARON K.	261.17		03/10/21
RMB:JAN.2021 HEALTH SEV.									
1417		09/21	AP	03/01/21	0395535	LUX, JOSH	106.97		03/02/21
RMB:HEALTH SEV.1/2 FEB'21									
ACCOUNT TOTAL							368.14	.00	368.14
FUND TOTAL							368.14	.00	368.14
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES									
1276		08/21	AP	02/16/21	0005476	UNITED STATES TREASURY	78,167.26		03/03/21
FEDERAL WITHHOLDING TAX 02/12/21 PAYROLL									
ACCOUNT TOTAL							78,167.26	.00	78,167.26
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING									
1276		08/21	AP	02/12/21	0005457	IOWA DEPT.OF REVENUE	31,246.14		03/03/21
STATE WITHHOLDING TAX 02/12/21 PAYROLL									
1276		08/21	AP	02/01/21	0005455	IOWA DEPT.OF REVENUE	27,689.22		03/03/21
STATE WITHHOLDING TAX 01/29/21 PAYROLL									
ACCOUNT TOTAL							58,935.36	.00	58,935.36
686-0000-222.03-00 PAYROLL LIABILITY / FICA									
1276		08/21	AP	02/16/21	0005476	UNITED STATES TREASURY	82,949.56		03/03/21
SS & MQGE/MEDICARE TAX 02/12/21 PAYROLL									
ACCOUNT TOTAL							82,949.56	.00	82,949.56
686-0000-222.04-00 PAYROLL LIABILITY / IPERS									
1276		08/21	AP	02/01/21	0005453	I.P.E.R.S.	138,642.40		03/03/21
IPERS JANUARY 2021									
ACCOUNT TOTAL							138,642.40	.00	138,642.40
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
1276		08/21	AP	02/26/21	0005460	ISOLVED BENEFIT SERVICES, INC	5,723.99		03/03/21
CAFETERIA PLAN 02/26/21 PAYROLL									
1276		08/21	AP	02/24/21	0005479	VOYA FINANCIAL	9,785.00		03/03/21
EMPLOYEE 457 CONTRIBUTION 02/26/21 PAYROLL									



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FUND 686 PAYROLL FUND									
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE						continued			
1276		08/21 AP		02/16/21	0005441	COLLECTION SERVICES CENTER	1,012.90		03/03/21
						CHILD SUPPORT PAYMENTS			
1276		08/21 AP		02/12/21	0005458	ISOLVED BENEFIT SERVICES, INC	5,723.99		03/03/21
						CAFETERIA PLAN			
1276		08/21 AP		02/10/21	0005478	VOYA FINANCIAL	9,785.00		03/03/21
						EMPLOYEE 457 CONTRIBUTION			
1276		08/21 AP		02/01/21	0005440	COLLECTION SERVICES CENTER	1,012.90		03/03/21
						CHILD SUPPORT PAYMENTS			
						ACCOUNT TOTAL	33,043.78	.00	33,043.78
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
1276		08/21 AP		02/02/21	0005461	MUNICIPAL FIRE & POLICE RETIR	153,752.85		03/03/21
						MFPRSI RETIREMENT			
						ACCOUNT TOTAL	153,752.85	.00	153,752.85
						FUND TOTAL	545,491.21	.00	545,491.21
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
1276		08/21 AP		02/17/21	0005444	EMC RISK SERVICES, LLC	1,125.00		03/03/21
						WORKER COMP ADMIN FEES			
1276		08/21 AP		02/17/21	0005444	EMC RISK SERVICES, LLC	5,925.61		03/03/21
						WORKER COMP CLAIM			
						ACCOUNT TOTAL	7,050.61	.00	7,050.61
						FUND TOTAL	7,050.61	.00	7,050.61
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
1417		09/21 AP		03/01/21	0395536	MADISON NATIONAL LIFE INS.CO.	3,917.25		03/02/21
						LTD - MARCH 2021			
						ACCOUNT TOTAL	3,917.25	.00	3,917.25
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
1417		09/21 AP		03/01/21	0395542	STANDARD INSURANCE COMPANY	3,385.11		03/02/21
						GROUP LIFE AD/D-MAR'21			
						ACCOUNT TOTAL	3,385.11	.00	3,385.11

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FUND 688 LTD INSURANCE FUND									
FUND TOTAL							7,302.36	.00	7,302.36
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
1276		08/21 AP		02/17/21	0005444	EMC RISK SERVICES, LLC	490.00		03/03/21
1276		08/21 AP		02/17/21	0005444	LIABILITY ADMIN FEES	2,478.50		03/03/21
1276		08/21 AP		02/17/21	0005444	LIABILITY CLAIM		10,000.00	03/03/21
1276		08/21 AP		02/17/21	0005444	DECEMBER DEPOSIT	5,496.90		03/03/21
						EMC RISK SERVICES, LLC			
						LIABILITY CLAIM-SPECIAL			
						BRANDT			
ACCOUNT TOTAL							8,465.40	10,000.00	1,534.60-
FUND TOTAL							8,465.40	10,000.00	1,534.60-
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							1,029,745.30	10,000.00	1,019,745.30

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1444		09/21 AP		02/22/21	0000000	STOREY KENWORTHY	3.99			03/11/21
						STAPLE REMOVER				
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	20.03			03/11/21
						COPY PAPER				
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	2.21			03/11/21
						LEGAL PADS				
1473		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	13.50			03/11/21
						SELF-INKING STAMP,SEAL				
1441		09/21 AP		02/09/21	0000000	STOREY KENWORTHY	3.40			03/11/21
						POST-IT NOTES				
1413		09/21 AP		02/02/21	0000000	STOREY KENWORTHY	6.30			03/11/21
						PENS,STAPLES,POST ITS, CALCULATOR PAPER, LGL PDS				
						ACCOUNT TOTAL	49.43	.00	49.43	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	3.57			03/11/21
						COPY PAPER				
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	.56			03/11/21
						LEGAL PADS				
1413		09/21 AP		02/02/21	0000000	STOREY KENWORTHY	1.58			03/11/21
						PENS,STAPLES,POST ITS, CALCULATOR PAPER, LGL PDS				
						ACCOUNT TOTAL	5.71	.00	5.71	
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1450		09/21 AP		02/19/21	0136575	US BANK	125.00			03/09/21
						GOVERNMENT FINANCE OFFIC 2021 MEMBERSHP-RODENBECK				
						ACCOUNT TOTAL	125.00	.00	125.00	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1450		09/21 AP		02/17/21	0136575	US BANK	15.78			03/09/21
						AMAZON.COM*MD3NH4WW3 AMZN MECHANICAL LEAD PENCILS				
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	48.61			03/11/21
						COPY PAPER				
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	2.79			03/11/21
						LEGAL PADS				
1413		09/21 AP		02/02/21	0000000	STOREY KENWORTHY	7.89			03/11/21
						PENS,STAPLES,POST ITS, CALCULATOR PAPER, LGL PDS				
						ACCOUNT TOTAL	75.07	.00	75.07	
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
1413		09/21 AP		03/05/21	0000000	CEDAR VALLEY SAVER, INC.	75.00			03/11/21

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FUND 101 GENERAL FUND										
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						continued				
1413		09/21 AP		03/05/21	0000000	JOB AD:SEASONAL LABORERS CEDAR VALLEY SAVER, INC.	75.00			03/11/21
1413		09/21 AP		03/01/21	0000000	JOB AD:REC/AQUATIC THE OVERTURE GROUP	8,333.00			03/11/21
1413		09/21 AP		02/28/21	0000000	PRINCIPAL ENGINEER SEARCH COURIER COMMUNICATIONS-ADVERT ONLINE	350.00			03/11/21
1413		09/21 AP		02/28/21	0000000	JOB AD:PRINCIPAL ENGINEER COURIER COMMUNICATIONS-ADVERT COURIER	22.50			03/11/21
1413		09/21 AP		02/28/21	0000000	JOB AD:PRINCIPAL ENGINEER COURIER COMMUNICATIONS-ADVERT ONLINE	350.00			03/11/21
1413		09/21 AP		02/28/21	0000000	JOB AD:SEASONAL WORKERS COURIER COMMUNICATIONS-ADVERT COURIER	22.50			03/11/21
1413		09/21 AP		02/28/21	0000000	JOB AD:SEASONAL WORKERS COURIER COMMUNICATIONS-ADVERT ONLINE	100.00			03/11/21
1413		09/21 AP		02/28/21	0000000	JOB AD:CIVIL CAD TECH COURIER COMMUNICATIONS-ADVERT COURIER	51.50			03/11/21
1413		09/21 AP		02/24/21	0000000	JOB AD:CIVIL CAD TECH COURIER COMMUNICATIONS-ADVERT ONLINE	39.00			03/11/21
1413		09/21 AP		02/24/21	0000000	SEARCH BOOST COURIER COMMUNICATIONS-ADVERT ONLINE	290.00			03/11/21
1413		09/21 AP		02/23/21	0000000	VIRTUAL CAREER FAIR COURIER COMMUNICATIONS-ADVERT PULSE	22.50			03/11/21
1413		09/21 AP		02/23/21	0000000	JOB AD:PRINCIPAL ENGINEER COURIER COMMUNICATIONS-ADVERT PULSE	22.50			03/11/21
1413		09/21 AP		02/21/21	0000000	JOB AD:SEASONAL WORKERS COURIER COMMUNICATIONS-ADVERT COURIER	22.50			03/11/21
1413		09/21 AP		02/21/21	0000000	JOB AD:PRINCIPAL ENGINEER COURIER COMMUNICATIONS-ADVERT COURIER	22.50			03/11/21
1450		09/21 AP		02/16/21	0136575	JOB AD:SEASONAL WORKERS US BANK	325.00			03/09/21
1450		09/21 AP		02/16/21	0136575	AMERICAN PUBLIC WORKS US BANK	420.00			03/09/21
1413		09/21 AP		02/14/21	0000000	ASCE CAREER CENTER JOB AD:PRINCIPAL ENGINEER COURIER COMMUNICATIONS-ADVERT	51.50			03/11/21
1413		09/21 AP		02/14/21	0000000	JOB AD:PRINCIPAL ENGINEER COURIER COMMUNICATIONS-ADVERT COURIER	51.50			03/11/21
1413		09/21 AP		02/14/21	0000000	JOB AD:SEASONAL WORKERS COURIER COMMUNICATIONS-ADVERT PULSE	22.50			03/11/21
1413		09/21 AP		02/09/21	0000000	JOB AD:REC CENTER SUMMER COURIER COMMUNICATIONS-ADVERT PULSE	20.00			03/11/21
1413		09/21 AP		02/07/21	0000000	JOB AD:CIVIL CAD TECH COURIER COMMUNICATIONS-ADVERT PULSE	20.00			03/11/21
1413		09/21 AP		02/07/21	0000000	JOB AD:CIVIL CAD TECH COURIER COMMUNICATIONS-ADVERT COURIER	22.50			03/11/21
1413		09/21 AP		02/07/21	0000000	JOB AD:REC CENTER-SUMMER COURIER COMMUNICATIONS-ADVERT COURIER	467.00			03/11/21
1413		09/21 AP		02/02/21	0000000	30K IMPRESSIONS ONLINE COURIER COMMUNICATIONS-ADVERT	20.00			03/11/21
						JOB AD:CIVIL CAD TECH PULSE				

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FUND 101 GENERAL FUND										
101-1028-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				
1413		09/21 AP		02/02/21	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	22.50			03/11/21
						ACCOUNT TOTAL	11,241.00	.00	11,241.00	
101-1028-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG										
1413		09/21 AP		03/04/21	0000000	CINTAS FIRST AID & SAFETY RESTOCK FIRST AID KIT	4.95			03/11/21
						ACCOUNT TOTAL	4.95	.00	4.95	
101-1028-441.81-57 PROFESSIONAL SERVICES / PAY PLAN STUDY										
1473		09/21 AP		10/09/20	0000000	COTTINGHAM & BUTLER INSURANCE COMPENSATION REPRICE INSTALLMENT 2 OF 2	8,500.00			03/11/21
						ACCOUNT TOTAL	8,500.00	.00	8,500.00	
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1450		09/21 AP		02/19/21	0136575	US BANK GOVERNMENT FINANCE OFFIC	125.00			03/09/21
1450		09/21 AP		02/04/21	0136575	US BANK GOVERNMENT FINANCE OFFIC	150.00			03/09/21
						ACCOUNT TOTAL	275.00	.00	275.00	
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1450		09/21 AP		02/05/21	0136575	US BANK IOWA LEAGUE OF CITIES	96.00			03/09/21
						ACCOUNT TOTAL	96.00	.00	96.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY COPY PAPER	3.57			03/11/21
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY LEGAL PADS	.19			03/11/21
1413		09/21 AP		02/02/21	0000000	STOREY KENWORTHY PENS,STAPLES,POST ITS,	.53			03/11/21
						ACCOUNT TOTAL	4.29	.00	4.29	
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1473		09/21 AP		03/01/21	0000000	THOMSON REUTERS - WEST	601.07			03/11/21

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FUND 101 GENERAL FUND										
101-1048-441.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES WESTLAW INFORMATION				continued
						ACCOUNT TOTAL	601.07	.00	601.07	
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
1487		09/21 AP		03/26/21	0000000	AHLERS AND COONEY, P.C. LGL:INJUCT.&DECLAR.RELIEF	5,914.25			03/11/21
1487		09/21 AP		03/04/21	0000000	SWISHER & COHRT, P.L.C. LGL:MISC MATTERS	133.00			03/11/21
1487		09/21 AP		02/24/21	0000000	AHLERS AND COONEY, P.C. LGL:ASHWORTH DR EXT.ESMNT	746.91			03/11/21
1487		09/21 AP		02/24/21	0000000	AHLERS AND COONEY, P.C. LGL:LAND ACQUISIT/EM.DOM.	70.50			03/11/21
						ACCOUNT TOTAL	6,864.66	.00	6,864.66	
101-1048-441.81-51						PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS				
1413		09/21 AP		08/05/20	0000000	MERCYONE WATERLOO HOME HEALTH FIRE PHYSICAL-D.BROWN	159.03			03/11/21
						ACCOUNT TOTAL	159.03	.00	159.03	
101-1048-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1450		09/21 AP		02/03/21	0136575	US BANK OFFICE OF PROF REGULATION	20.00			03/09/21
1450		09/21 AP		02/03/21	0136575	US BANK OFFICE OF PROF REGULATION	250.00			03/09/21
1450		09/21 AP		01/25/21	0136575	US BANK IOWA LEAGUE OF CITIES	35.00			03/09/21
						ACCOUNT TOTAL	305.00	.00	305.00	
101-1048-441.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
1487		09/21 AP		02/23/21	0000000	AHLERS AND COONEY, P.C. LGL:GENERAL MATTERS	150.00			03/11/21
						ACCOUNT TOTAL	150.00	.00	150.00	
101-1060-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1452		09/21 AP		02/11/21	0136575	US BANK AMAZON.COM*3749T07C3 AMZN	8.99			03/09/21
						ACCOUNT TOTAL	8.99	.00	8.99	

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FUND 101 GENERAL FUND										
1452	101-1060-423.72-19	09/21 AP		01/29/21	0136575	US BANK SIGNAGE FOR WINDOWS	124.49			03/09/21
ACCOUNT TOTAL							124.49	.00	124.49	
1452	101-1060-423.81-91	09/21 AP		02/12/21	0136575	US BANK QUICKBOOKS MONTHLY SUB.	70.00			03/09/21
1452	101-1060-423.81-91	09/21 AP		01/25/21	0136575	US BANK QUICKBOOKS LICNSE RENWL FOL	75.00			03/09/21
ACCOUNT TOTAL							145.00	.00	145.00	
1452	101-1060-423.83-06	09/21 AP		02/11/21	0136575	US BANK STAFF TRAINING SUBSCRIPTI	749.00			03/09/21
ACCOUNT TOTAL							749.00	.00	749.00	
1452	101-1060-423.89-33	09/21 AP		02/22/21	0136575	US BANK FOTL:YOUTH-BUS. CARD HOLD	16.90			03/09/21
1452	101-1060-423.89-33	09/21 AP		02/15/21	0136575	US BANK FOTL:YOUTH-ZIPLOC BAGS	348.50			03/09/21
1452	101-1060-423.89-33	09/21 AP		02/15/21	0136575	US BANK FOTL:YOUTH-ORGANIZATIONAL	42.68			03/09/21
1452	101-1060-423.89-33	09/21 AP		02/11/21	0136575	US BANK FOTL:COLAB-SAND	45.98			03/09/21
1452	101-1060-423.89-33	09/21 AP		02/10/21	0136575	US BANK FOTL:COLAB-SEA SHELLS	12.78			03/09/21
1452	101-1060-423.89-33	09/21 AP		02/09/21	0136575	US BANK FOTL:COLAB-FAKE FLOWERS	38.97			03/09/21
1452	101-1060-423.89-33	09/21 AP		02/04/21	0136575	US BANK FOTL:YOUTH-CARDSTOCK	59.95			03/09/21
1452	101-1060-423.89-33	09/21 AP		02/04/21	0136575	US BANK FOTL:YOUTH-CARDSTOCK	12.49			03/09/21
1452	101-1060-423.89-33	09/21 AP		02/01/21	0136575	US BANK FOTL:YOUTH-CRICUT MATS	102.50			03/09/21
1452	101-1060-423.89-33	09/21 AP		01/26/21	0136575	US BANK FOTL:COLAB-BRUSHES, EYES,	27.85			03/09/21
1452	101-1060-423.89-33	09/21 AP		01/26/21	0136575	US BANK FOTL:YA-YOUNG ADULT BOOKS	66.31			03/09/21
1452	101-1060-423.89-33	09/21 AP		01/25/21	0136575	US BANK FOTL:YOUTH-CARDSTOCK	21.58			03/09/21
1452	101-1060-423.89-33	09/21 AP		01/25/21	0136575	US BANK FOTL:YA-YOUNG ADULT BOOKS	34.95			03/09/21

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FUND 101 GENERAL FUND										
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM						continued				
1452		09/21 AP		01/25/21	0136575	US BANK	6.59		03/09/21	
						AMAZON.COM*YZ1LP8EQ3 AMZN				
1452		09/21 AP		01/21/21	0136575	US BANK	102.59		03/09/21	
						AMZN MKTP US*641D97JZ3				
						FOTL:YA-YOUNG ADULT BOOKS				
						FOTL:COLAB-PAINT, ROCKS,				
		ACCOUNT TOTAL					940.62	.00	940.62	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
1452		09/21 AP		02/12/21	0136575	US BANK	320.90		03/09/21	
						MENARDS E-COMMERCE				
						RAY 2 RMB RAISED GARDEN				
		ACCOUNT TOTAL					320.90	.00	320.90	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1452		09/21 AP		02/22/21	0136575	US BANK	5.99		03/09/21	
						AMAZON.COM*VR8CI9903				
1452		09/21 AP		02/22/21	0136575	US BANK	9.59		03/09/21	
						AMAZON.COM*Y68LP8ZM3				
1452		09/21 AP		02/22/21	0136575	US BANK	18.48		03/09/21	
						AMAZON.COM*ST3KZ2LB3				
1452		09/21 AP		02/22/21	0136575	US BANK	14.99		03/09/21	
						AMAZON.COM*353507AQ3				
1452		09/21 AP		02/15/21	0136575	US BANK	22.99		03/09/21	
						AMAZON.COM*3I9A20M23 AMZN				
1452		09/21 AP		02/15/21	0136575	US BANK	33.93		03/09/21	
						AMAZON.COM*IH6UH8WJ3 AMZN				
1452		09/21 AP		02/15/21	0136575	US BANK	27.46		03/09/21	
						AMAZON.COM*739GQ5CR3				
1452		09/21 AP		02/02/21	0136575	US BANK	12.99		03/09/21	
						AMAZON.COM*U279P25Z3				
1452		09/21 AP		02/02/21	0136575	US BANK	4.07		03/09/21	
						AMAZON.COM*I24GR7673				
1452		09/21 AP		02/02/21	0136575	US BANK	38.09		03/09/21	
						AMZN MKTP US*9D9ZD6613				
1452		09/21 AP		02/01/21	0136575	US BANK	19.99		03/09/21	
						AMZN MKTP US*PQ0KGS043				
1452		09/21 AP		01/26/21	0136575	US BANK	10.39		03/09/21	
						AMAZON.COM*3H0M75073 AMZN				
		ACCOUNT TOTAL					218.96	.00	218.96	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1452		09/21 AP		02/22/21	0136575	US BANK	5.29		03/09/21	
						AMAZON.COM*865BE3ED3 AMZN				
1452		09/21 AP		02/22/21	0136575	US BANK	128.59		03/09/21	
						AMZN MKTP US*C46PH2AV3 AM				
						YOUTH BOOKS				



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FUND 101 GENERAL FUND												
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS							continued					
1452		09/21 AP		02/19/21		0136575	US BANK	10.73			03/09/21	
							AMZN MKTP US*MO1J66DU3					
							YOUTH BOOKS					
1452		09/21 AP		02/08/21		0136575	US BANK	45.87			03/09/21	
							AMAZON.COM*2F0ZI6JR3					
							YOUTH BOOKS					
1452		09/21 AP		02/08/21		0136575	US BANK	29.44			03/09/21	
							AMZN MKTP US*AQ2R928I3					
							YOUTH BOOKS					
1452		09/21 AP		02/08/21		0136575	US BANK	26.99			03/09/21	
							AMZN MKTP US*TO6EX9NC3					
							YOUTH BOOKS					
1452		09/21 AP		02/04/21		0136575	US BANK	23.50			03/09/21	
							SQ *YOUTH ART TEAM					
							YOUTH BOOKS					
1452		09/21 AP		02/02/21		0136575	US BANK	6.24			03/09/21	
							AMZN MKTP US*UE9KF9L13					
							YOUTH BOOKS					
							ACCOUNT TOTAL	276.65	.00	276.65		
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO												
1452		09/21 AP		02/18/21		0136575	US BANK	9.20			03/09/21	
							AMZN MKTP US*SF6F053X3					
							ADULT CD MUSIC					
1452		09/21 AP		02/17/21		0136575	US BANK	12.24			03/09/21	
							AMAZON.COM*7G3NT6R73 AMZN					
							ADULT CD MUSIC					
1452		09/21 AP		02/08/21		0136575	US BANK	44.54			03/09/21	
							AMZN MKTP US*M20M000C3					
							ADULT CD MUSIC					
1452		09/21 AP		01/29/21		0136575	US BANK	37.96			03/09/21	
							AMAZON.COM*VD7K494D3 AMZN					
							ADULT CD MUSIC					
1452		09/21 AP		01/26/21		0136575	US BANK	12.59			03/09/21	
							AMAZON.COM*YL4Y196I3 AMZN					
							ADULT CD MUSIC					
							ACCOUNT TOTAL	116.53	.00	116.53		
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS												
1452		09/21 AP		02/04/21		0136575	US BANK	48.70			03/09/21	
							AMAZON.COM*WI02H93X3					
							CASES FOR HOTSPOTS					
							ACCOUNT TOTAL	48.70	.00	48.70		
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES												
1413		09/21 AP		02/15/21		0000000	STOREY KENWORTHY	3.57			03/11/21	
							COPY PAPER					
1413		09/21 AP		02/15/21		0000000	STOREY KENWORTHY	.19			03/11/21	
							LEGAL PADS					
1413		09/21 AP		02/02/21		0000000	STOREY KENWORTHY	.53			03/11/21	
							PENS, STAPLES, POST ITS,					
							CALCULATOR PAPER, LGL PDS					
							ACCOUNT TOTAL	4.29	.00	4.29		

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FUND 101 GENERAL FUND									
101-1118-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
1450		09/21 AP		02/08/21	0136575	US BANK	390.00		03/09/21
						PROF DEVELOPERS PDI RENEWAL FEES-S GRAHAM			
ACCOUNT TOTAL							390.00	.00	390.00
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	3.57		03/11/21
						COPY PAPER			
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	.19		03/11/21
						LEGAL PADS			
1413		09/21 AP		02/02/21	0000000	STOREY KENWORTHY	.53		03/11/21
						PENS, STAPLES, POST ITS, CALCULATOR PAPER, LGL PDS			
ACCOUNT TOTAL							4.29	.00	4.29
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE									
1475		09/21 AP		03/05/21	0000000	BERGMAN, SKY	1,250.00		03/11/21
						LIVES WELL LIVED LICENSE FOR VIRTUAL STREAMING			
1475		09/21 AP		03/05/21	0000000	BERGMAN, SKY	300.00		03/11/21
						LIVES WELL LIVED EXHIBIT RENTAL FEE			
1450		09/21 AP		02/09/21	0136575	US BANK	7.50		03/09/21
						AMERICAN COLOR IMAGING PRINT SUMNER WORK FOR			
1450		09/21 AP		02/02/21	0136575	US BANK	144.46		03/09/21
						AMERICAN COLOR IMAGING METAL PRINTS FOR EXHIBIT			
1450		09/21 AP		02/01/21	0136575	US BANK	92.50		03/09/21
						DBC*BLICK ART MATERIAL SCULPEY - PENPAL PROGRAM			
1475		09/21 AP		02/01/21	0000000	HARTUNG, MOLLY	13.30		03/11/21
						SHIPPING MATERIAL COSTS BERG FUNDS			
1470		08/21 AP		12/21/20	0136152	US BANK	115.56		03/09/21
						DBC*BLICK ART MATERIAL MARKERS AND PAPER FOR			
ACCOUNT TOTAL							1,923.32	.00	1,923.32
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY									
1452		09/21 AP		02/22/21	0136575	US BANK	8.03		03/09/21
						AMAZON.COM*FP3C71A63 AVERY INDEX TABS			
1452		09/21 AP		02/10/21	0136575	US BANK	18.99		03/09/21
						AMZN MKTP US*HSSC12KF3 COMPUTER CABLE TIES			
ACCOUNT TOTAL							27.02	.00	27.02
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING									
1413		09/21 AP		03/02/21	0000000	WEBER PAPER CO.	142.13		03/11/21
						8.5 x 11 - 20 19 HOLE GBC PAPER			
1413		09/21 AP		02/26/21	0000000	WEBER PAPER CO.	236.88		03/11/21

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FUND 101 GENERAL FUND										
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING						continued				
		8.5 X 11 - 20 19 HOLE GBC				PAPER				
1413		09/21 AP 02/24/21 0000000				WEBER PAPER CO.	94.75			03/11/21
		8.5 X 11 - 20 19 HOLE GBC				PAPER				
1473		09/21 AP 02/24/21 0000000				COURIER LEGAL COMMUNICATIONS	566.09			03/11/21
		2/15/21 CC MTG.MINS/BILLS								
1413		09/21 AP 02/19/21 0000000				COURIER LEGAL COMMUNICATIONS	19.11			03/11/21
		PH NTC-LEASE W/MUNI.BAND								
1413		09/21 AP 02/19/21 0000000				COURIER LEGAL COMMUNICATIONS	23.14			03/11/21
		ORD.2986-ROBERTS RULES 12								
1413		09/21 AP 02/19/21 0000000				COURIER LEGAL COMMUNICATIONS	24.14			03/11/21
		PH NTC-ZONING,REUSE PROP.								
1413		09/21 AP 02/16/21 0000000				COURIER LEGAL COMMUNICATIONS	8.55			03/11/21
		CS APPT.NTC-CLOPTON								
		ACCOUNT TOTAL					1,114.79	.00	1,114.79	
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
1413		09/21 AP 02/15/21 0000000				STOREY KENWORTHY	2.86			03/11/21
		COPY PAPER								
1413		09/21 AP 02/15/21 0000000				STOREY KENWORTHY	.19			03/11/21
		LEGAL PADS								
1413		09/21 AP 02/02/21 0000000				STOREY KENWORTHY	.53			03/11/21
		PENS,STAPLES,POST ITS,				CALCULATOR PAPER, LGL PDS				
		ACCOUNT TOTAL					3.58	.00	3.58	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1444		09/21 AP 02/22/21 0000000				STOREY KENWORTHY	7.35			03/11/21
		1" BINDERS								
1441		09/21 AP 02/09/21 0000000				STOREY KENWORTHY	.77			03/11/21
		POST-IT FLAGS								
1473		09/21 AP 02/01/21 0000000				STOREY KENWORTHY	4.84			03/11/21
		PENS								
		ACCOUNT TOTAL					12.96	.00	12.96	
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING										
1413		09/21 AP 02/15/21 0000000				STOREY KENWORTHY	7.15			03/11/21
		COPY PAPER								
		ACCOUNT TOTAL					7.15	.00	7.15	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1441		09/21 AP 02/09/21 0000000				STOREY KENWORTHY	4.71			03/11/21
		GEL PENS								

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FUND 101 GENERAL FUND									
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
ACCOUNT TOTAL							4.71	.00	4.71
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
1444		09/21 AP		03/03/21	0000000	PROFESSIONAL LAWN CARE, LLC	190.00		03/11/21
						HAUL AWAY BRUSH			
1444		09/21 AP		03/01/21	0000000	COOLEY SANITATION LLC	618.03		03/11/21
						315 E DUNKERTON PICK UP			
						CODE ENFORCEMENT			
1444		09/21 AP		02/26/21	0000000	PROFESSIONAL LAWN CARE, LLC	285.00		03/11/21
						CUT BRUSH TO ACCESS TRASH			
1444		09/21 AP		01/22/21	0000000	PROFESSIONAL LAWN CARE, LLC	156.25		03/11/21
						CODE E.SNOW-2204 FRANKLIN			
1444		09/21 AP		01/20/21	0000000	PROFESSIONAL LAWN CARE, LLC	187.50		03/11/21
						CODE E.SNOW-2600 WATERLOO			
ACCOUNT TOTAL							1,436.78	.00	1,436.78
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1413		09/21 AP		03/04/21	0000000	CINTAS FIRST AID & SAFETY	5.90		03/11/21
						RESTOCK FIRST AID KIT			
1450		09/21 AP		01/28/21	0136575	US BANK	179.38		03/09/21
						SHUBEE SAFETY SUPPLIES			
ACCOUNT TOTAL							185.28	.00	185.28
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1450		09/21 AP		02/04/21	0136575	US BANK	70.00		03/09/21
						IAPMO CERTIFICATION-HENDERSON			
1450		09/21 AP		02/03/21	0136575	US BANK	219.00		03/09/21
						INT'L CODE COUNCIL INC			
						ONLINE TEST-JASON MAI			
1450		09/21 AP		02/01/21	0136575	US BANK	95.00		03/09/21
						INT'L CODE COUNCIL INC			
						CERTIFICATION-M STURM			
1450		09/21 AP		01/29/21	0136575	US BANK	145.00		03/09/21
						INT'L CODE COUNCIL INC			
						ONLINE TEST-JAMIE CASTLE			
1450		09/21 AP		01/21/21	0136575	US BANK	69.00		03/09/21
						INT'L CODE COUNCIL INC			
						COURSE/STUDY GUIDE-CASTLE			
ACCOUNT TOTAL							598.00	.00	598.00
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1444		09/21 AP		02/22/21	0000000	STOREY KENWORTHY	27.65		03/11/21
						1" BINDERS			
1441		09/21 AP		02/09/21	0000000	STOREY KENWORTHY	2.92		03/11/21
						POST-IT FLAGS			
ACCOUNT TOTAL							30.57	.00	30.57

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2245-442.72-19						OPERATING SUPPLIES / PRINTING			
1473		09/21 AP		03/03/21	0000000	COURIER LEGAL COMMUNICATIONS	16.60		03/11/21
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	14.30		03/11/21
						COPY PAPER			
						ACCOUNT TOTAL	30.90	.00	30.90
101-2245-442.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1450		09/21 AP		02/11/21	0136575	US BANK	517.00		03/09/21
						AMERICAN PLANNING A			
						APA&AICP MBRSHP-WEINTRAUT			
						ACCOUNT TOTAL	517.00	.00	517.00
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1451		09/21 AP		03/08/21	0000000	CITY LAUNDERING CO.	30.00		03/11/21
						MATS			
1451		09/21 AP		03/05/21	0000000	BLACK HAWK CO.HEALTH DEPT.	300.00		03/11/21
						FOOD SERVICE LICENSE-2021			
1451		09/21 AP		02/23/21	0000000	CINTAS FIRST AID & SAFETY	269.10		03/11/21
						FIRST AID CABINET			
1451		09/21 AP		02/22/21	0000000	CITY LAUNDERING CO.	30.00		03/11/21
						MATS			
1451		09/21 AP		02/11/21	0000000	STOREY KENWORTHY	35.66		03/11/21
						PAINT MARKER			
1451		09/21 AP		02/08/21	0000000	CITY LAUNDERING CO.	30.00		03/11/21
						MATS			
						ACCOUNT TOTAL	694.76	.00	694.76
101-2253-423.72-30 OPERATING SUPPLIES / DROP IN EQUIP & SUPPLIES									
1469		09/21 AP		03/08/21	0000000	PROSHIELD FIRE & SECURITY	242.00		03/11/21
						FIRE EXTINGUISHER ANNUAL			
						INSPECTION			
						ACCOUNT TOTAL	242.00	.00	242.00
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP									
1450		09/21 AP		01/21/21	0136575	US BANK	3.88		03/09/21
						WAL-MART #0753			
						SPRAY BOTTLES			
						ACCOUNT TOTAL	3.88	.00	3.88
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS SUPPLIES									
1451		09/21 AP		03/04/21	0000000	SCHEELS ALL SPORTS	1,582.32		03/11/21
						SOFTBALLS			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS SUPPLIES <span style="float: right;">continued</span>										
ACCOUNT TOTAL							1,582.32	.00	1,582.32	
101-2253-423.72-44 OPERATING SUPPLIES / EQUIPMENT REPAIRS										
1450		09/21 AP		01/21/21	0136575	US BANK EXPRESSO ELIVE ANNUAL PLAN 2021	796.00			03/09/21
ACCOUNT TOTAL							796.00	.00	796.00	
101-2253-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1450		09/21 AP		02/19/21	0136575	US BANK IOWA PARK AND RECREATION IPRA SPRING CONFERENCE	90.00			03/09/21
ACCOUNT TOTAL							90.00	.00	90.00	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
1450		09/21 AP		02/22/21	0136575	US BANK TV REMOTES	12.33			03/09/21
1450		09/21 AP		02/22/21	0136575	US BANK O DONNELL ACE HARDWARE FAUCET REPAIR - MPR	4.99			03/09/21
1450		09/21 AP		02/08/21	0136575	US BANK MENARDS CEDAR FALLS IA SALT, SWIFFER REFILL	46.10			03/09/21
1450		09/21 AP		01/25/21	0136575	US BANK O DONNELL ACE HARDWARE DUCT TAPE, LIQUID NAILS	11.68			03/09/21
1450		09/21 AP		01/22/21	0136575	US BANK AMAZON.COM*CQ7CE3LC3 AMZN ADHESIVE SPRAY	29.98			03/09/21
ACCOUNT TOTAL							105.08	.00	105.08	
101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.										
1451		09/21 AP		02/18/21	0000000	CONTINENTAL RESEARCH CORP. FLOOR CLEANER-FALLS	216.88			03/11/21
1451		09/21 AP		10/21/20	0000000	CEDAR VALLEY LAWN CARE IRRIGATION WINTERIZATION FALLS AQUATIC CENTER	348.30			03/11/21
ACCOUNT TOTAL							565.18	.00	565.18	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1451		09/21 AP		03/08/21	0000000	UNION COMMUNITY SCHOOLS REFUND-FACILITY RENTAL AFTER PROM	800.00			03/11/21
ACCOUNT TOTAL							800.00	.00	800.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2280-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1450		09/21	AP	02/08/21	0136575	US BANK	31.13		03/09/21
						HY-VEE AISLES ONLINE 4017			
						COFFEE,VINEGAR,SUGAR,SOAP			
						ACCOUNT TOTAL	31.13	.00	31.13
101-2280-423.72-70						OPERATING SUPPLIES / CLASSROOM SUPPLIES			
1450		09/21	AP	02/22/21	0136575	US BANK	37.86		03/09/21
						AMZN MKTP US*V64NE8MV3			
						STORAGE BOX & BAGS			
1450		09/21	AP	02/19/21	0136575	US BANK	63.00		03/09/21
						AMAZON.COM*997G821D3			
						BOXES FOR KITS			
1450		09/21	AP	02/19/21	0136575	US BANK	111.56		03/09/21
						DISCOUNTSCH 8006272829			
						GLUE,GLUE STICKS,MODELING			
1450		09/21	AP	02/04/21	0136575	US BANK	65.34		03/09/21
						HOBBY-LOBBY #0135			
						OIL PASTELS,PENCILS			
1450		09/21	AP	02/03/21	0136575	US BANK	43.64		03/09/21
						WM SUPERCENTER #753			
						ACRYLIC PAINT,DOWELS,GLUE			
1450		09/21	AP	01/25/21	0136575	US BANK	16.96		03/09/21
						WAL-MART #0753			
						GLASS JARS			
1450		09/21	AP	01/25/21	0136575	US BANK	13.00		03/09/21
						DOLLARTREE			
						MIXING BOWLS,MEASURE CUP			
1450		09/21	AP	01/22/21	0136575	US BANK	33.00		03/09/21
						HY-VEE CEDAR FALLS 1052			
						STAMPS FOR KITS			
1470		08/21	AP	12/21/20	0136152	US BANK		115.56	03/09/21
						ACCOUNT CORRECTION			
						DBC*BLICK ART MATERIAL			
						ACCOUNT TOTAL	384.36	115.56	268.80
101-2280-423.72-71						OPERATING SUPPLIES / GALLERY SUPPLIES			
1475		09/21	AP	03/02/21	0000000	SIGNS BY TOMORROW	83.25		03/11/21
						STUDENT TEACHER ARTIST			
						STATEMENT LABELS			
1475		09/21	AP	02/25/21	0000000	SIGNS BY TOMORROW	40.00		03/11/21
						STUDENT TEACHER VINYL			
1450		09/21	AP	02/16/21	0136575	US BANK	64.14		03/09/21
						O DONNELL ACE HARDWARE			
						LIGHTBULBS			
1450		09/21	AP	01/22/21	0136575	US BANK	22.72		03/09/21
						PAYPAL *AMERICANFRA			
						FRAME SAMPLES			
						ACCOUNT TOTAL	210.11	.00	210.11
101-2280-423.72-72						OPERATING SUPPLIES / PRODUCTS FOR RESALE			
1475		09/21	AP	01/13/21	0000000	ICE CUBE PRESS	319.85		03/11/21
						GRAPHIC NOVELS FOR GIFT			
						SHOP-MOON OF SNOW BLIND			
1475		09/21	AP	01/07/21	0000000	ICE CUBE PRESS	114.87		03/11/21
						FTRS BOOKS FOR GIFT SHOP			
						ACCOUNT TOTAL	434.72	.00	434.72

GROUP NBR	PO NBR	ACCTG PER.	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
NBR	NBR	PER.	CD	DATE	NUMBER					----
FUND 101 GENERAL FUND										
101-2280-423.73-01						OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES				
1450		09/21	AP	02/11/21	0136575	US BANK	62.67			03/09/21
						DIAMOND VOGEL PAINT #210				
						GALLERY PAINT				
						ACCOUNT TOTAL	62.67	.00	62.67	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1475		09/21	AP	03/09/21	0000000	BROSHAR, MICHAEL	50.00			03/11/21
						COMMISSION FOR TINY ART				
						HUNT				
1475		09/21	AP	03/09/21	0000000	MILLER, BRET	50.00			03/11/21
						COMMISSION FOR TINY ART				
						HUNT				
1475		09/21	AP	03/09/21	0000000	BANKS FERGUSON, CHERYL	50.00			03/11/21
						COMMISSION FOR TINY ART				
						HUNT				
1475		09/21	AP	03/09/21	0000000	CITY LAUNDERING CO.	29.30			03/11/21
						RUG SERVICE				
1475		09/21	AP	03/09/21	0000000	MARIN, JANICE	250.00			03/11/21
						WORKSHOP INSTRUCTION				
1475		09/21	AP	03/04/21	0000000	BEHM, KIM	50.00			03/11/21
						COMMISSION FOR TINY ART				
						HUNT				
1475		09/21	AP	03/03/21	0000000	MARIN, JANICE	100.00			03/11/21
						ARTIST TALK HONORARIUM				
1475		09/21	AP	03/03/21	0000000	HARTUNG, MOLLY	100.00			03/11/21
						ARTIST TALK HONORARIUM				
1475		09/21	AP	03/03/21	0000000	DOOLEY, TIM	100.00			03/11/21
						ARTIST TALK HONORARIUM				
1475		09/21	AP	03/03/21	0000000	WILSON, AARON	100.00			03/11/21
						ARTIST TALK HONORARIUM				
1475		09/21	AP	03/03/21	0000000	HEDLEY, ABBY	75.00			03/11/21
						ARTIST TALK HONORARIUM				
						ACCOUNT TOTAL	954.30	.00	954.30	
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION										
1475		09/21	AP	02/25/21	0000000	LEVERAGE DIGITAL IMAGING	424.00			03/11/21
						1/2 SPRING BROCHURE				
						ACCOUNT TOTAL	424.00	.00	424.00	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
1450		09/21	AP	02/10/21	0136575	US BANK	12.95			03/09/21
						CANVA* 02961-13393138				
						MONTHLY FEE				
1450		09/21	AP	02/03/21	0136575	US BANK	38.33			03/09/21
						FACEBK VRKVK27ZN2				
						FACEBOOK ADS				
						ACCOUNT TOTAL	51.28	.00	51.28	





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FUND 101 GENERAL FUND										
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES				
1449		09/21 AP		01/31/21	0000000	NAPA AUTO PARTS	379.89			03/11/21
1450		09/21 AP		01/25/21	0136575	US BANK MENARDS CEDAR FALLS IA	40.50			03/09/21
						LAUNDRY & CLEANING SUPPL.				
						ACCOUNT TOTAL	420.39	.00		420.39
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1450		09/21 AP		02/15/21	0136575	US BANK	21.91			03/09/21
1450		09/21 AP		02/15/21	0136575	US BANK POSTMATES A99B5 GRANIT	285.16			03/09/21
1450		09/21 AP		02/11/21	0136575	US BANK MARRIOTT MINNEAPOLIS N	27.06			03/09/21
1450		09/21 AP		02/11/21	0136575	US BANK MAPLE SQUARE FUEL & WASH	10.84			03/09/21
						TACO JOHNS 3008				
						ACCOUNT TOTAL	344.97	.00		344.97
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1463		09/21 AP		02/25/21	0000000	HAWKEYE COMMUNITY COLLEGE	1,881.00			03/11/21
1463		09/21 AP		02/25/21	0000000	HAWKEYE COMMUNITY COLLEGE	1,881.00			03/11/21
1463		09/21 AP		02/25/21	0000000	HAWKEYE COMMUNITY COLLEGE	1,881.00			03/11/21
1463		09/21 AP		02/25/21	0000000	HAWKEYE COMMUNITY COLLEGE	1,881.00			03/11/21
1463		09/21 AP		02/24/21	0000000	UNIV.OF IOWA HOSPITALS-CLINIC	51.00			03/11/21
1450		09/21 AP		02/19/21	0136575	US BANK	1,249.00			03/09/21
1450		09/21 AP		02/16/21	0136575	US BANK PAYPAL *CMC RESCUE	50.00			03/09/21
1450		09/21 AP		02/02/21	0136575	US BANK FIRE SERVICE TRAINING BUR	93.79			03/09/21
1450		09/21 AP		01/25/21	0136575	US BANK AMAZON.COM*PV5FK6TF3	77.00			03/09/21
						FIRE PROTECTION PUB				
						ACCOUNT TOTAL	9,044.79	.00		9,044.79
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1463		09/21 AP		03/01/21	0000000	O'DONNELL ACE HARDWARE	9.69			03/11/21
						ADHESIVE-REPAIRS				
						ACCOUNT TOTAL	9.69	.00		9.69

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FUND 101 GENERAL FUND									
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			
1463		09/21	AP	02/18/21	0000000	COVER-ALL EMBROIDERY, INC.	120.00		03/11/21
						EMBROIDER JOB SHIRTS			
1463		09/21	AP	02/08/21	0000000	WERTJES UNIFORMS	324.97		03/11/21
						UNIF.ALLOW.-PANTS;BOOTS			
						BRAD SHERWOOD			
1463		09/21	AP	01/28/21	0000000	WERTJES UNIFORMS	407.54		03/11/21
						UNIF.ALLOW.-POLOS;JACKET			
						KURT SCHREIBER			
1463		09/21	AP	01/20/21	0000000	WERTJES UNIFORMS	62.99		03/11/21
						UNIF.ALLOW.-QTR.ZIP SHIRT			
						JEFF HARRENSTEIN			
1463		09/21	AP	01/13/21	0000000	WERTJES UNIFORMS	351.97		03/11/21
						PSO UNIFORM ALLOWANCE			
						KRISTI HANSON			
1463		09/21	AP	01/05/21	0000000	WERTJES UNIFORMS	119.98		03/11/21
						UNIFORM ALLOWANCE-PANTS			
						JOSH GETZ			
						ACCOUNT TOTAL	1,387.45	.00	1,387.45
101-5521-415.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1468		09/21	AP	03/01/21	0000000	STOREY KENWORTHY	18.54		03/11/21
						FILE FOLDERS			
1468		09/21	AP	02/25/21	0000000	STOREY KENWORTHY	89.66		03/11/21
						PLANNERS;PENS			
1473		09/21	AP	02/25/21	0000000	OFFICE DEPOT	119.03		03/11/21
						LEDGER LAMINATING SHEETS			
1450		09/21	AP	02/16/21	0136575	US BANK	113.50		03/09/21
						AMZN MKTP US*NH0IN7A53			
						PD CAR PAPER			
1450		09/21	AP	02/16/21	0136575	US BANK		19.97	03/09/21
						AMZN MKTP US*XR70Q5Z83			
						CREDIT-OFFICE SUPPLIES			
1413		09/21	AP	02/15/21	0000000	STOREY KENWORTHY	7.15		03/11/21
						COPY PAPER			
1450		09/21	AP	02/01/21	0136575	US BANK		14.06	03/09/21
						AMAZON PRIME*Q64JIONX3			
						CREDIT-OFFICE SUPPLIES			
1450		09/21	AP	01/26/21	0136575	US BANK	19.97		03/09/21
						AMZN MKTP US*XR70Q5Z83			
						OFFICE SUPPLIES			
1450		09/21	AP	01/22/21	0136575	US BANK	24.85		03/09/21
						WM SUPERCENTER #753			
						FILE FOLDERS			
						ACCOUNT TOTAL	392.70	34.03	358.67
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1468		09/21	AP	03/04/21	0000000	ABC EMBROIDERY, INC.	28.00		03/11/21
						NAME TAGS-BRANDON MADSEN			
1468		09/21	AP	03/03/21	0000000	MIRACLE CAR WASH, INC.	11.95		03/11/21
						1 PD CAR WASH			
1468		09/21	AP	03/01/21	0000000	THOMSON REUTERS - WEST	285.65		03/11/21
						INVESTIGATIVE SOFTWARE			
						02/01/21-02/28/21			
1468		09/21	AP	03/01/21	0000000	HERITAGE ART GALLERY-WATERLOO	25.00		03/11/21
						PLAQUE-JEFF SCHULTZ			
1468		09/21	AP	02/27/21	0000000	L & M TRANSMISSION	72.00		03/11/21

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued		
1468		09/21 AP		02/27/21	0000000 TOW & STORE-NISSAN ALTIMA HWK 130	50.00		03/11/21
1468		09/21 AP		02/27/21	0000000 TOW & STORE-FORD FUSION IVB 658	155.31		03/11/21
1463		09/21 AP		02/22/21	0000000 PD KITCHEN SUPPLIES CITY LAUNDERING CO.	21.00		03/11/21
1450		09/21 AP		02/01/21	0136575 TOWELS;MATS-PSS BUILDING US BANK	177.52		03/09/21
1450		09/21 AP		01/26/21	0136575 AMZN MKTP US*5NOQX6YH3 BLANK DVD'S-PD	69.44		03/09/21
1450		09/21 AP		01/22/21	0136575 MARTIN BROTHERS KITCHEN SUPPLIES-PD	2.90		03/09/21
1450		09/21 AP		01/21/21	0136575 WM SUPERCENTER #753 MOUTHGUARDS-ILEA	295.90		03/09/21
					DASH MEDICAL GLOVES 1 CS. BLACK MAXX GLOVES			
ACCOUNT TOTAL						1,194.67	.00	1,194.67
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT								
1450		09/21 AP		02/22/21	0136575 US BANK	119.59		03/09/21
					AMZN MKTP US*JY6AJ1ZF3 FLASH DRIVES			
ACCOUNT TOTAL						119.59	.00	119.59
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT								
1468		09/21 AP		02/25/21	0000000 ENTENMANN-ROVIN CO.	821.50		03/11/21
1468		09/21 AP		01/20/21	0000000 HAT BADGES-FORMAL ENVENTS WERTJES UNIFORMS	75.00		03/11/21
1468		09/21 AP		01/13/21	0000000 OPT.EQUIP.-HINGED CUFFS JOHN KRAMER	508.18		03/11/21
1468		09/21 AP		01/13/21	0000000 INTL.EQUIP.-NEW OFFICER KRISTI HANSON	208.58		03/11/21
1468		09/21 AP		01/13/21	0000000 INTL.EQUIP.-NEW OFFICER KRISTI HANSON	24.00		03/11/21
1468		09/21 AP		01/13/21	0000000 OPT.EQUIP.-BELT KEEPERS PRESTON RUSSELL	75.00		03/11/21
1468		09/21 AP		01/11/21	0000000 WERTJES UNIFORMS ADAM HANCOCK	60.30		03/11/21
1468		09/21 AP		12/30/20	0000000 OUTER BELT WERTJES UNIFORMS	562.18		03/11/21
1468		09/21 AP		12/30/20	0000000 INTL.EQUIP.-NEW OFFICER DEREK BROWN	153.59		03/11/21
					INTL.EQUIP.-NEW OFFICER DEREK BROWN			
ACCOUNT TOTAL						2,488.33	.00	2,488.33

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FUND 101 GENERAL FUND										
101-5521-415.72-24						OPERATING SUPPLIES / AMMUNITION				
1468		09/21 AP		02/18/21	0000000	KIESLER'S POLICE SUPPLY, INC.	2,626.50			03/11/21
						9MM PRACTICE AMMO				
1468		09/21 AP		02/18/21	0000000	KIESLER'S POLICE SUPPLY, INC.	4,377.50			03/11/21
						9MM PRACTICE AMMO				
1450		09/21 AP		02/17/21	0136575	US BANK	35.95			03/09/21
						AMZN MKTP US*T13K01MY3 DUMMY RNDS.-FIREARMS TRNG				
						ACCOUNT TOTAL	7,039.95	.00		7,039.95
101-5521-415.72-29 OPERATING SUPPLIES / MIRT EQUIPMENT										
1450		09/21 AP		01/27/21	0136575	US BANK	33.88			03/09/21
						BROWNELLS INC TACTICAL RIFLE SLING				
						ACCOUNT TOTAL	33.88	.00		33.88
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE										
1450		09/21 AP		01/26/21	0136575	US BANK	11.14			03/09/21
						THE UPS STORE 5617 SHIP EXAMS TO STANARD				
						ACCOUNT TOTAL	11.14	.00		11.14
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1468		09/21 AP		03/02/21	0000000	MCKENNA MCNELLY PHOTOGRAPHY	110.00			03/11/21
						PROFESSIONAL PHOTOS-PD HANSON/ROSS				
1468		09/21 AP		02/19/21	0000000	CIOX HEALTH	20.00			03/11/21
						MEDICAL RECORDS-INVESTIG. BRIDGETT ANDERSON				
1450		09/21 AP		02/10/21	0136575	US BANK	176.90			03/09/21
						PAYPAL *AMERICANFRA FRAMES FOR PUBLIC SAFETY				
1468		09/21 AP		01/25/21	0000000	CENTER FOR BEHAVIORAL HEALTH,	500.00			03/11/21
						PSYCH.EVALS.12/20 & 1/21 J.HELGESON/M.SULLIVAN				
						ACCOUNT TOTAL	806.90	.00		806.90
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1468		09/21 AP		02/25/21	0000000	SECRETARY, STATE OF IOWA	30.00			03/11/21
						NOTARY APPL-NICHOLAS PULS				
						ACCOUNT TOTAL	30.00	.00		30.00
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1450		09/21 AP		02/22/21	0136575	US BANK	35.90			03/09/21
						TST* WAREHOUSE BARBECUE MEALS-SHOTGUN ARMORER CSE				
1450		09/21 AP		02/22/21	0136575	US BANK	13.76			03/09/21
						HY-VEE GAS OTTUMWA 5505 FUEL-SHOTGUN ARMORER CSE.				



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FUND 101 GENERAL FUND									
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY <span style="float:right">continued</span>									
IOWA PRISON INDUSTRIES ILEA UNIFORM-JOHN KRAMER									
ACCOUNT TOTAL							230.00	.00	230.00
101-5521-415.86-06 REPAIR & MAINTENANCE / WEAPONS MAINTENANCE									
1468		09/21 AP		03/01/21	0000000	BROWNELLS, INC.	20.91		03/11/21
TUBE PATCH-GUN CLEANING									
ACCOUNT TOTAL							20.91	.00	20.91
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
1468		09/21 AP		02/08/21	0000000	WERTJES UNIFORMS	84.00		03/11/21
UNIFORM ALLOWANCE-PANTS AUSTIN LECHTENBERG									
1468		09/21 AP		02/03/21	0000000	WERTJES UNIFORMS	150.98		03/11/21
UNIF.ALLOW.-SHOES;BEANIE TROY PURDY									
1468		09/21 AP		02/02/21	0000000	WERTJES UNIFORMS	252.00		03/11/21
UNIFORM ALLOWANCE-PANTS BRIAN JOHANNSEN									
1468		09/21 AP		01/29/21	0000000	WERTJES UNIFORMS	84.00		03/11/21
UNIFORM ALLOWANCE-PANTS JOHN KRAMER-#20-098003									
1468		09/21 AP		01/25/21	0000000	WERTJES UNIFORMS	161.10		03/11/21
RANK INSIGNIA-PROMOTIONS									
1468		09/21 AP		01/25/21	0000000	WERTJES UNIFORMS	106.00		03/11/21
UNIF.ALLOW.-SWEATER;PATCH STEPHANIE MOORE									
1468		09/21 AP		01/25/21	0000000	WERTJES UNIFORMS	84.00		03/11/21
UNIFORM ALLOWANCE-PANTS STEPHANIE MOORE									
1468		09/21 AP		01/21/21	0000000	WERTJES UNIFORMS	42.95		03/11/21
UNIFORM ALLOWANCE-GLOVES CAITLIN RYAN									
1468		09/21 AP		01/15/21	0000000	WERTJES UNIFORMS	106.00		03/11/21
UNIF.ALLOW.-SWEATER;PATCH HANNAH HOFFA									
1468		09/21 AP		01/13/21	0000000	WERTJES UNIFORMS	863.39		03/11/21
INTL.UNIFORM-NEW OFFICER KRISTI HANSON									
1468		09/21 AP		01/13/21	0000000	WERTJES UNIFORMS	72.90		03/11/21
INTL.UNIFORM-NEW OFFICER KRISTI HANSON									
1468		09/21 AP		01/04/21	0000000	WERTJES UNIFORMS	201.30		03/11/21
UNIF.ALLOW.-SWEATER;POLOS MARK HOWARD									
1468		09/21 AP		12/30/20	0000000	WERTJES UNIFORMS	17.90		03/11/21
INTL.UNIFORM-NEW OFFICER DEREK BROWN									
1468		09/21 AP		12/30/20	0000000	WERTJES UNIFORMS	55.00		03/11/21
INTL.UNIFORM-NEW OFFICER DEREK BROWN									
1468		09/21 AP		12/30/20	0000000	WERTJES UNIFORMS	897.39		03/11/21
INTL.UNIFORM-NEW OFFICER DEREK BROWN									
1468		09/21 AP		12/11/20	0000000	WERTJES UNIFORMS	106.00		03/11/21
UNIF.ALLOW.-SWEATER;PATCH LIESEL REIMERS									
1468		09/21 AP		12/07/20	0000000	WERTJES UNIFORMS	114.00		03/11/21
UNIFORM ALLOWANCE-PANTS MATT BELZ									
ACCOUNT TOTAL							3,398.91	.00	3,398.91

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FUND 101 GENERAL FUND									
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1471		09/21 AP		03/05/21	0000000	BENTON BUILDING CENTER	41.58		03/11/21
						LUMBER 1X6-HILLSIDE SHED			
1471		09/21 AP		03/05/21	0000000	BENTON BUILDING CENTER	22.53		03/11/21
						LUMBER-HILLSIDE SHED			
1448		09/21 AP		03/03/21	0000000	BENTON BUILDING CENTER	19.64		03/11/21
						2X10 LUMBER, TOGGLE BOLTS			
1448		09/21 AP		03/02/21	0000000	BENTON BUILDING CENTER	81.90		03/11/21
						2X10 LUMBER			
1471		09/21 AP		03/02/21	0000000	MENARDS-CEDAR FALLS	50.11		03/11/21
						DOOR STOP, CENTER GUIDE			
1420		09/21 AP		03/01/21	0000000	BUILDERS SELECT LLC	7.29		03/11/21
						WOOD SCREWS			
1420		09/21 AP		03/01/21	0000000	BUILDERS SELECT LLC	19.00		03/11/21
						SHED DOOR REPAIR HILLSIDE			
						1 X 6 CARSIDING			
1420		09/21 AP		02/25/21	0000000	MENARDS-CEDAR FALLS	9.98		03/11/21
						FAIRVIEW EMERGENCY BULB			
1470		08/21 AP		01/08/21	0136377	BENTON BUILDING CENTER	33.26		03/09/21
						LUMBER-HILLSIDE SHED DOOR			
						ACCOUNT TOTAL	285.29	.00	285.29
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1471		09/21 AP		03/04/21	0000000	MARTIN BROS.DISTRIBUTING	307.85		03/11/21
						TOWELS, TISSUES, BOWL CLNR,			
						PROJECT#: 062501			
1471		09/21 AP		03/04/21	0000000	MARTIN BROS.DISTRIBUTING	74.08		03/11/21
						TOWELS, TISSUES, BOWL CLNR,			
						PROJECT#: 062506			
1471		09/21 AP		03/04/21	0000000	MARTIN BROS.DISTRIBUTING	597.93		03/11/21
						TOWELS, TISSUES, BOWL CLNR,			
						PROJECT#: 062511			
1420		09/21 AP		02/24/21	0000000	MARTIN BROS.DISTRIBUTING	255.62		03/11/21
						SOAP, TOWELS, LINERS, SANI.			
						PROJECT#: 062503			
1420		09/21 AP		02/24/21	0000000	MARTIN BROS.DISTRIBUTING	116.00		03/11/21
						SOAP, TOWELS, LINERS, SANI.			
						PROJECT#: 062507			
1390		09/21 AP		02/17/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	109.92		03/11/21
						HVAC FILTERS			
						PROJECT#: 062503			
1390		09/21 AP		02/16/21	0000000	O'DONNELL ACE HARDWARE	15.68		03/11/21
						WHEEL CUTOFF, MANDREL CUT			
						PROJECT#: 062505			
1450		09/21 AP		02/09/21	0136575	US BANK	58.90		03/09/21
						SP * DC DENTAL EXPRESS			
						CLAY TRAP			
						PROJECT#: 062505			
1449		09/21 AP		01/31/21	0000000	NAPA AUTO PARTS	1,234.60		03/11/21
						PARTS & EXPENSES JAN'21			



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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES <span style="float: right;">continued</span>										
ACCOUNT TOTAL							2,770.58	.00	2,770.58	
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1450		09/21 AP		01/29/21	0136575	US BANK	1,493.56			03/09/21
PROJECT#:				062507		SP * SUPERIOR SAUNA	STEAM SAUNA SCENT			
1449		09/21 AP		12/15/20	0000000	O'DONNELL ACE HARDWARE	32.99			03/11/21
PROJECT#:				062508		SNOW SHOVEL				
ACCOUNT TOTAL							1,526.55	.00	1,526.55	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1448		09/21 AP		02/26/21	0000000	MENARDS-CEDAR FALLS	199.96			03/11/21
PROJECT#:				062501		LADDERS				
1448		09/21 AP		02/26/21	0000000	MENARDS-CEDAR FALLS	89.41			03/11/21
PROJECT#:				062501		LADDERS AND FASTENERS				
1449		09/21 AP		02/24/21	0000000	POLK'S LOCK SERVICE, INC.	180.00			03/11/21
PROJECT#:				062506		DOOR HANDLE				
1449		09/21 AP		02/23/21	0000000	O'DONNELL ACE HARDWARE	66.99			03/11/21
PROJECT#:				062509		ROOF GUTTER				
1448		09/21 AP		02/22/21	0000000	MENARDS-CEDAR FALLS	11.42			03/11/21
PROJECT#:				062505		ADAPTERS, CONNECTORS				
1450		09/21 AP		02/03/21	0136575	US BANK	63.00			03/09/21
PROJECT#:				062505		AMZN MKTP US*542YN0553	CLAY TRAP			
1449		09/21 AP		12/10/20	0000000	O'DONNELL ACE HARDWARE	8.69			03/11/21
PROJECT#:				062506		BATTERY				
ACCOUNT TOTAL							619.47	.00	619.47	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
1448		09/21 AP		03/01/21	0000000	FRESH START CLEANING SOLUTION	3,700.00			03/11/21
PROJECT#:				062501		JANITORIAL SERVICES				
1448		09/21 AP		03/01/21	0000000	FRESH START CLEANING SOLUTION	1,448.00			03/11/21
PROJECT#:				062505		JANITORIAL SERVICES				
1448		09/21 AP		03/01/21	0000000	FRESH START CLEANING SOLUTION	7,000.00			03/11/21

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS							continued		
JANITORIAL SERVICES									
PROJECT#:		062507							
1448		09/21 AP		03/01/21	0000000	FRESH START CLEANING SOLUTION	3,000.00		03/11/21
JANITORIAL SERVICES									
PROJECT#:		062511							
1448		09/21 AP		03/01/21	0000000	FRESH START CLEANING SOLUTION	624.00		03/11/21
JANITORIAL SERVICES									
PROJECT#:		062509							
1448		09/21 AP		03/01/21	0000000	FRESH START CLEANING SOLUTION	3,268.00		03/11/21
JANITORIAL SERVICES									
PROJECT#:		062503							
1448		09/21 AP		03/01/21	0000000	FRESH START CLEANING SOLUTION	770.00		03/11/21
JANITORIAL SERVICES									
PROJECT#:		062506							
1448		09/21 AP		03/01/21	0000000	FRESH START CLEANING SOLUTION	1,664.00		03/11/21
JANITORIAL SERVICES									
PROJECT#:		062508							
1448		09/21 AP		03/01/21	0000000	FRESH START CLEANING SOLUTION	600.00		03/11/21
JANITORIAL SERVICES									
PROJECT#:		062508							
1448		09/21 AP		03/01/21	0000000	FRESH START CLEANING SOLUTION	600.00		03/11/21
JANITORIAL SERVICES									
PROJECT#:		062506							
1420		09/21 AP		02/25/21	0000000	CITY LAUNDERING CO.	40.00		03/11/21
MAT SERVICE									
PROJECT#:		062506							
1390		09/21 AP		02/23/21	0000000	CITY LAUNDERING CO.	20.00		03/11/21
MAT SERVICE									
PROJECT#:		062501							
1390		09/21 AP		02/23/21	0000000	PROSHIELD FIRE & SECURITY EXTINGUISHER INSP	335.50		03/11/21
FIRE HOOD INSPECTION									
PROJECT#:		062508							
ACCOUNT TOTAL							23,069.50	.00	23,069.50
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING									
1449		09/21 AP		03/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	24.00		03/11/21
PEST CONTROL									
PROJECT#:		062508							
1449		09/21 AP		03/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	47.29		03/11/21
PEST CONTROL									
PROJECT#:		062511							
1449		09/21 AP		03/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	25.00		03/11/21
PEST CONTROL									
PROJECT#:		062505							
1449		09/21 AP		03/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	42.50		03/11/21
PEST CONTROL									
PROJECT#:		062506							

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FUND 101 GENERAL FUND										
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING						continued				
1449		09/21 AP		03/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	30.00		03/11/21	
		PROJECT#:		062510						
1420		09/21 AP		02/19/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	712.60		03/11/21	
		PROJECT#:		062516						
1420		09/21 AP		02/19/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	200.00		03/11/21	
		PROJECT#:		062501						
1390		09/21 AP		02/10/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	170.00		03/11/21	
		PROJECT#:		062507						
		ACCOUNT TOTAL						1,251.39	.00	1,251.39
101-6616-446.93-01 EQUIPMENT / EQUIPMENT										
1449		09/21 AP		02/23/21	0000000	VAN METER, INC.	5,053.24		03/11/21	
		PROJECT#:		062506						
		ACCOUNT TOTAL						5,053.24	.00	5,053.24
101-6616-446.94-32 POLICY & ADMINISTRATION / MUNICIPAL OPERATIONS										
1413		09/21 AP		03/02/21	0000000	PERKINS & WILL, INC	4,275.00		03/11/21	
		PROJECT#:		023249		SERVICES THROUGH 2/26/21				
		ACCOUNT TOTAL						4,275.00	.00	4,275.00
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1390		09/21 AP		01/22/21	0000000	TESTAMERICA LABORATORIES, INC	21.00		03/11/21	
		PROJECT#:				PRO SHOP WATER TEST				
		ACCOUNT TOTAL						21.00	.00	21.00
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1441		09/21 AP		02/09/21	0000000	STOREY KENWORTHY	6.21		03/11/21	
		PROJECT#:				GEL PENS				
1441		09/21 AP		02/09/21	0000000	STOREY KENWORTHY	13.20		03/11/21	
		PROJECT#:				INDEX TABS				
		ACCOUNT TOTAL						19.41	.00	19.41
101-6625-432.71-08 OFFICE SUPPLIES / PUBLIC ADVERTISING										

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FUND 101 GENERAL FUND										
101-6625-432.71-08 OFFICE SUPPLIES / PUBLIC ADVERTISING						continued				
1441		09/21	AP	03/01/21	0000000	QUESTCDN	555.00			03/11/21
1441 02/22/21-37 BIDS						DOWNTOWN STREETScape				
1441		09/21	AP	03/01/21	0000000	QUESTCDN	240.00			03/11/21
1441 02/23/21-16 BIDS						'21 SANITARY SEWER REHAB				
1441		09/21	AP	03/01/21	0000000	QUESTCDN	120.00			03/11/21
1441 4 BIDDERS						'21 SANITARY SEWER REHAB				
ACCOUNT TOTAL							915.00	.00	915.00	
101-6625-432.72-18 OPERATING SUPPLIES / SURVEYING										
1487		09/21	AP	03/05/21	0000000	UBBEN BUILDING SUPPLY, INC.	1,299.00			03/11/21
1487 SURVEY MATERIALS						LUMBER, PAINT, TAPE				
ACCOUNT TOTAL							1,299.00	.00	1,299.00	
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1413		09/21	AP	03/04/21	0000000	CINTAS FIRST AID & SAFETY	5.90			03/11/21
1413 RESTOCK FIRST AID KIT										
1413		09/21	AP	03/02/21	0000000	THOMPSON SHOES	160.00			03/11/21
1413 SAFETY SHOES-N ERICKSON						P.O. 56582				
ACCOUNT TOTAL							165.90	.00	165.90	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
1441		09/21	AP	02/24/21	0000000	MIDAMERICAN ENERGY	10.24			03/11/21
1441 FINCHFORD RIVER GAUGE						01/22/21-02/24/21				
ACCOUNT TOTAL							10.24	.00	10.24	
101-6625-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1450		09/21	AP	02/12/21	0136575	US BANK	490.00			03/09/21
1450 ASCE PURCHASING						ASCE MEMBERSHIP-C SCHRAGE				
ACCOUNT TOTAL							490.00	.00	490.00	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1449		09/21	AP	03/04/21	0000000	O'DONNELL ACE HARDWARE	15.69			03/11/21
1449 DRYWALL MATERIALS										
1448		09/21	AP	03/03/21	0000000	BUILDERS SELECT LLC	20.99			03/11/21
1448 BLUE COMPOUND, CORNERBEAD						PRO SHOP REPAIRS				
1448		09/21	AP	03/03/21	0000000	BUILDERS SELECT LLC	25.99			03/11/21
1448 SCREWS-PRO SHOP REPAIRS										
1448		09/21	AP	03/03/21	0000000	BUILDERS SELECT LLC	14.85			03/11/21
1448 DRYWALL-PRO SHOP REPAIRS										

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FUND 101 GENERAL FUND											
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued					
1448		09/21 AP		03/02/21	0000000	BUILDERS SELECT LLC	10.48			03/11/21	
		COMPOUND,JOINT TAPE									
1448		09/21 AP		03/02/21	0000000	BUILDERS SELECT LLC	2.58			03/11/21	
		NEW KEYS MADE									
1448		09/21 AP		03/02/21	0000000	DIAMOND VOGEL PAINT - #52	21.38			03/11/21	
		TEXTURE,JT CMPND,SND BLOC PRO SHOP REPAIRS									
1448		09/21 AP		03/02/21	0000000	DIAMOND VOGEL PAINT - #52	68.78			03/11/21	
		PAINT-PRO SHOP									
1448		09/21 AP		03/01/21	0000000	BENTON BUILDING CENTER	40.12			03/11/21	
		TOGGLES,SAW BLADES									
1448		09/21 AP		03/01/21	0000000	MENARDS-CEDAR FALLS	45.37			03/11/21	
		HANGER,GATE PULL									
1420		09/21 AP		02/25/21	0000000	O'DONNELL ACE HARDWARE	56.99			03/11/21	
		PARKS TORCH									
1450		09/21 AP		02/22/21	0136575	US BANK	987.15			03/09/21	
		GLASDON INC EAGLE SCOUT PROJECT									
1390		09/21 AP		02/17/21	0000000	O'DONNELL ACE HARDWARE	38.76			03/11/21	
		BULBS									
1449		09/21 AP		02/10/21	0000000	OUTDOOR & MORE	79.90			03/11/21	
		SNOW SHOVEL									
1390		09/21 AP		02/04/21	0000000	FASTENAL COMPANY	135.45			03/11/21	
		PLOW BOLTS									
1390		09/21 AP		02/03/21	0000000	FASTENAL COMPANY	60.20			03/11/21	
		ANCHOR BOLTS									
1449		09/21 AP		01/31/21	0000000	NAPA AUTO PARTS	254.60			03/11/21	
		PARTS & EXPENSES JAN'21									
1470		08/21 AP		01/08/21	0136377	BENTON BUILDING CENTER		33.26		03/09/21	
		ACCOUNT CORRECTION LUMBER-HILLSIDE SHED DOOR									
		ACCOUNT TOTAL						1,879.28	33.26		1,846.02
101-6633-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
1450		09/21 AP		01/21/21	0136575	US BANK	185.00			03/09/21	
		ISA ISA MEMBERSHIP RENEWAL									
		ACCOUNT TOTAL						185.00	.00		185.00
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
1450		09/21 AP		01/21/21	0136575	US BANK	40.00			03/09/21	
		ISU CPM SHADE TREE SHORT COURSE									
		ACCOUNT TOTAL						40.00	.00		40.00
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
1390		09/21 AP		02/12/21	0000000	COOLEY PUMPING, LLC	105.00			03/11/21	
		PORTA POTTY EL DORADO PRK									

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FUND 101 GENERAL FUND									
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued			
ACCOUNT TOTAL							105.00	.00	105.00
FUND TOTAL							120,959.32	182.85	120,776.47
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
1449		09/21	AP	01/31/21	0000000	NAPA AUTO PARTS	147.78		03/11/21
PARTS & EXPENSES JAN'21									
ACCOUNT TOTAL							147.78	.00	147.78
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1449		09/21	AP	03/02/21	0000000	STOKES WELDING	177.90		03/11/21
CHAPS									
1413		09/21	AP	03/01/21	0000000	BROWN'S SHOE FIT	160.00		03/11/21
SAFETY SHOES-J YEAROUS P.O. 56579									
ACCOUNT TOTAL							337.90	.00	337.90
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1420		09/21	AP	02/25/21	0000000	MENARDS-CEDAR FALLS	24.10		03/11/21
COUPLERS FOR WASH BAY									
ACCOUNT TOTAL							24.10	.00	24.10
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
1471		09/21	AP	02/28/21	0000000	ASPRO, INC.	180.56		03/11/21
COLD MIX ASPHALT									
1449		09/21	AP	01/31/21	0000000	NAPA AUTO PARTS	169.50		03/11/21
PARTS & EXPENSES JAN'21									
ACCOUNT TOTAL							350.06	.00	350.06
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
1441		09/21	AP	02/17/21	0000000	AECOM TECHNICAL SERVICES, INC	38,490.08		03/11/21
3240-WEST 27TH ST. RECON.									
PROJECT#: 023240									
ACCOUNT TOTAL							38,490.08	.00	38,490.08

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FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1471		09/21 AP		03/03/21	0000000	O'DONNELL ACE HARDWARE	5.38			03/11/21
						SCREWS,WASHERS				
1390		09/21 AP		02/16/21	0000000	ECHO GROUP, INC.	96.46			03/11/21
						GLOVES,SNAP IN PLUG				
1390		09/21 AP		02/16/21	0000000	MENARDS-CEDAR FALLS	5.99			03/11/21
						ELECTRICAL CORD				
1390		09/21 AP		02/10/21	0000000	FASTENAL COMPANY	81.40			03/11/21
						HARDWARE				
1420		09/21 AP		12/03/20	0000000	O'DONNELL ACE HARDWARE	18.69			03/11/21
						FAC PLAT LITE CONTROL				
						ACCOUNT TOTAL	207.92	0.00		207.92
206-6647-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1450		09/21 AP		02/04/21	0136575	US BANK	79.53			03/09/21
						KUM&GO 0119 NORTHWOOD				
						TRAVEL FOR #640 BUCKET				
						ACCOUNT TOTAL	79.53	0.00		79.53
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1420		09/21 AP		03/01/21	0000000	DIAMOND VOGEL PAINT - #64/#55	2,700.00			03/11/21
						SPRAY GUNS				
1390		09/21 AP		02/24/21	0000000	MOBOTREX, INC	5,460.00			03/11/21
						2021 SIGNAL UPGRADE				
1420		09/21 AP		02/22/21	0000000	IOWA PRISON INDUSTRIES	2,681.40			03/11/21
						FADED SIGN REPLACEMENTS				
						ACCOUNT TOTAL	10,841.40	0.00		10,841.40
						FUND TOTAL	50,478.77	0.00		50,478.77
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-19						OPERATING SUPPLIES / PRINTING				
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	3.57			03/11/21
						COPY PAPER				
						ACCOUNT TOTAL	3.57	0.00		3.57
						FUND TOTAL	3.57	0.00		3.57

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FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-85						STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION				
1441		09/21 AP		02/16/21	0000000	FOTH INFRASTRUCTURE & ENVIRON	19,778.20			03/11/21
						3238-UNION RD RECONSTRUCT SERVICES THRU 01/31/21				
PROJECT#: 023238										
ACCOUNT TOTAL							19,778.20	.00	19,778.20	
FUND TOTAL							19,778.20	.00	19,778.20	
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	3.57			03/11/21
COPY PAPER										
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	.37			03/11/21
LEGAL PADS										
1413		09/21 AP		02/02/21	0000000	STOREY KENWORTHY	1.05			03/11/21
PENS, STAPLES, POST ITS, CALCULATOR PAPER, LGL PDS										
1450		09/21 AP		02/02/21	0136575	US BANK	37.00			03/09/21
ENVATO 56833448										
ACCOUNT TOTAL							41.99	.00	41.99	
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
1450		09/21 AP		02/11/21	0136575	US BANK	112.34			03/09/21
AMZN MKTP US*V82PM3OX3										
1450		09/21 AP		02/03/21	0136575	US BANK	61.97			03/09/21
MENARDS CEDAR FALLS IA 10*NO FLAT, UNIV UTILITY										
ACCOUNT TOTAL							174.31	.00	174.31	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1450		09/21 AP		02/22/21	0136575	US BANK	9.32			03/09/21
BURGER KING #8671										
1450		09/21 AP		02/22/21	0136575	US BANK	8.53			03/09/21
MCDONALD'S F12101										
1450		09/21 AP		02/22/21	0136575	US BANK	7.66			03/09/21
CASEYS GEN STORE 3045										
1450		09/21 AP		02/19/21	0136575	US BANK	11.86			03/09/21
MCDONALD'S F10716										
1450		09/21 AP		02/15/21	0136575	US BANK	52.06			03/09/21
GODFATHERS PIZZA										
1450		09/21 AP		02/04/21	0136575	US BANK	38.28			03/09/21
TST* URBAN PIE-										
ACCOUNT TOTAL							127.71	.00	127.71	



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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 254 CABLE TV FUND									
254-1088-431.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1450		09/21 AP 02/16/21			0136575	US BANK	257.09		03/09/21
1450		09/21 AP 02/08/21			0136575	US BANK	26.82		03/09/21
		B&H PHOTO 800-606-6969				7.28V LITHIUM-ION BATTERY			
		AMAZON.COM*ME2N42SO3 AMZN				DISINFECTING WIPES			
		ACCOUNT TOTAL					283.91	.00	283.91
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
1450		09/21 AP 02/22/21			0136575	US BANK	19.95		03/09/21
		SN *TRACKWRESTLING				ST.WRESTLING VIDEO COVERG			
		ACCOUNT TOTAL					19.95	.00	19.95
FUND TOTAL									
							647.87	.00	647.87
FUND 258 PARKING FUND									
258-5531-435.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1413		09/21 AP 02/15/21			0000000	STOREY KENWORTHY	7.15		03/11/21
1473		09/21 AP 02/02/21			0000000	STOREY KENWORTHY	15.59		03/11/21
1473		09/21 AP 02/01/21			0000000	STOREY KENWORTHY	15.20		03/11/21
		COPY PAPER							
		CLOCK							
		LABELS							
		ACCOUNT TOTAL					37.94	.00	37.94
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1450		09/21 AP 02/17/21			0136575	US BANK		27.15	03/09/21
		ZORO TOOLS INC				SALES TAX REFUND			
		ACCOUNT TOTAL					.00	27.15	27.15-
FUND TOTAL									
							37.94	27.15	10.79
FUND 261 TOURISM & VISITORS									
261-2291-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1440		09/21 AP 02/19/21			0000000	STRATEGIC IMAGING	150.00		03/11/21
1450		09/21 AP 01/21/21			0136575	US BANK	6.84		03/09/21
		1000 A2 ENVELOPES PRINTED				WITH RETURN ADDRESS			
		WAL-MART #0753				VOLUNTEER CARDS			
		ACCOUNT TOTAL					156.84	.00	156.84

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FUND 261 TOURISM & VISITORS										
261-2291-1443		09/21	AP	02/24/21	0000000	BEARD GUY, THE	500.00		03/11/21	
		MEETING PROMO VIDEO								
261-2291-1440		09/21	AP	02/11/21	0000000	STOREY KENWORTHY	13.26		03/11/21	
		LABELS FOR VISITOR GUIDES								
261-2291-1450		09/21	AP	02/10/21	0136575	US BANK	25.90		03/09/21	
		COPYWORKS CEDAR FALLS 10 COVER PAGES FOR								
		ACCOUNT TOTAL						539.16	.00	539.16
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
261-2291-1440		09/21	AP	03/01/21	0000000	KATE BRENNAN HALL ILLUST.& PR	136.00		03/11/21	
		17 TOWELS FOR GIFT SHOP								
		ACCOUNT TOTAL						136.00	.00	136.00
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
261-2291-1440		09/21	AP	02/26/21	0000000	COMMUNITY FOUNDATION	200.00		03/11/21	
		ANNUAL MEMBERSHIP APRIL 2021-MARCH 2022								
		ACCOUNT TOTAL						200.00	.00	200.00
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
261-2291-1440		09/21	AP	02/25/21	0000000	CITY LAUNDERING CO.	10.00		03/11/21	
		MAT SERVICE								
		ACCOUNT TOTAL						10.00	.00	10.00
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
261-2291-1440		09/21	AP	02/08/21	0000000	COMMUNITY MAIN STREET	2,736.05		03/11/21	
		GRANT:HOLIDAY HOOPLA & SMALL BUSINESS SAT MKTING								
		ACCOUNT TOTAL						2,736.05	.00	2,736.05
		FUND TOTAL						3,778.05	.00	3,778.05
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-1452		09/21	AP	02/22/21	0136575	US BANK	35.98		03/09/21	
		AMZN MKTP US*YN75A6D83 POPCORN BOXES								
262-1092-1452		09/21	AP	02/22/21	0136575	US BANK	301.75		03/09/21	
		AMAZON.COM*SESIE8UU3 POPCORN SEASONING MIX								
262-1092-1452		09/21	AP	02/18/21	0136575	US BANK	130.26		03/09/21	
		AMAZON.COM*EC7K70423 POPCORN								

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FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING						continued				
1452		09/21 AP		02/08/21	0136575	US BANK	410.39			03/09/21
					AMZN MKTP US*BB4Y39SE3	PENS, STAPLERS, PAPER				
ACCOUNT TOTAL							878.38	.00	878.38	
FUND TOTAL							878.38	.00	878.38	
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										
404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG										
1413		09/21 AP		02/25/21	0000000	T.C. AND B. CORPORATE WEARABL	1,760.00			03/11/21
						LOGO CLOTH MASKS FOR EE				
		PROJECT#:			012020					
1390		09/21 AP		02/18/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	413.40			03/11/21
						AIR CLEANER FOR CLASSROOM				
		PROJECT#:			012020					
1450		09/21 AP		02/18/21	0136575	US BANK	45.98			03/09/21
						AMZN MKTP US*268HK16P1				
		PROJECT#:			012020					
1450		09/21 AP		02/17/21	0136575	US BANK	79.90			03/09/21
						AMAZON.COM*MD3NH4WW3 AMZN				
		PROJECT#:			012020					
1450		09/21 AP		02/16/21	0136575	US BANK	57.89			03/09/21
						AMZN MKTP US*SE1QU0BQ3				
		PROJECT#:			012020					
1452		09/21 AP		02/12/21	0136575	US BANK	24.52			03/09/21
						AMAZON.COM*YH6TK66F3				
		PROJECT#:			012020					
1452		09/21 AP		02/11/21	0136575	US BANK	307.10			03/09/21
						AMZN MKTP US*268WK1AD1				
		PROJECT#:			012020					
1452		09/21 AP		02/11/21	0136575	US BANK	37.22			03/09/21
						AMAZON.COM*RI84D3BV3				
		PROJECT#:			012020					
ACCOUNT TOTAL							2,726.01	.00	2,726.01	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 404 FEMA										
FUND TOTAL							2,726.01	.00	2,726.01	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 430 2004 TIF BOND										
430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD										
1441		09/21 AP		02/24/21	0000000	SNYDER & ASSOCIATES, INC.	4,242.50			03/11/21
						3212-WEST VIKING RD RECON				
						PROJECT#: 023212				
ACCOUNT TOTAL							4,242.50	.00	4,242.50	
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE										
1441		09/21 AP		02/24/21	0000000	SNYDER & ASSOCIATES, INC.	65,696.68			03/11/21
						3242-DWNTWN STREETScape II				
						PROJECT#: 023242				
1441		09/21 AP		12/30/20	0000000	SNYDER & ASSOCIATES, INC.	503.75			03/11/21
						3180-DOWNTOWN STREETScape				
						PROJECT#: 023180				
ACCOUNT TOTAL							66,200.43	.00	66,200.43	
FUND TOTAL							70,442.93	.00	70,442.93	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
436-1220-431.98-26 CAPITAL PROJECTS / DOWNTOWN LEVEE IMPROVEMNT										
1441		09/21 AP		02/17/21	0000000	AECOM TECHNICAL SERVICES, INC	6,433.28			03/11/21
						3251-FEMA LEVEE CERT.				
						PROJECT#: 023251				
1441		09/21 AP		01/20/21	0000000	AECOM TECHNICAL SERVICES, INC	1,994.16			03/11/21
						3251-FEMA LEVEE CERT.				
						PROJECT#: 023251				
ACCOUNT TOTAL							8,427.44	.00	8,427.44	
FUND TOTAL							8,427.44	.00	8,427.44	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 437	2018	BOND						
FUND 438	2020	BOND FUND						
FUND 439	2008	BOND FUND						
FUND 443	CAPITAL PROJECTS							
443-1220-431.98-40	CAPITAL PROJECTS / PUBLIC SAFETY BUILDING							
1444	09/21	AP	02/28/21	0000000		PETERS CONSTRUCTION CORP.	30,000.00	03/11/21
						REMAINING RETAINAGE		
PROJECT#:	023069							
1444	09/21	AP	04/30/20	0000000		INVISION ARCHITECTURE	7,000.00	03/11/21
						RECORD DOCUMENTS		
PROJECT#:	023069							
						ACCOUNT TOTAL	37,000.00	
								37,000.00
						FUND TOTAL	37,000.00	
								37,000.00
FUND 472	PARKADE RENOVATION							
FUND 473	SIDEWALK ASSESSMENT							
FUND 483	ECONOMIC DEVELOPMENT							
FUND 484	ECONOMIC DEVELOPMENT LAND							
FUND 541	2018 STORM WATER BONDS							
FUND 544	2008 SEWER BONDS							
FUND 545	2006 SEWER BONDS							
FUND 546	SEWER IMPROVEMENT FUND							
FUND 547	SEWER RESERVE FUND							
FUND 548	1997 SEWER BOND FUND							
FUND 549	1992 SEWER BOND FUND							
FUND 550	2000 SEWER BOND FUND							
FUND 551	REFUSE FUND							
551-6675-436.71-01	OFFICE SUPPLIES / OFFICE SUPPLIES							
1449	09/21	AP	02/08/21	0000000		STOREY KENWORTHY	70.32	03/11/21
						PAPER AND RAILING FOR OFFICE		
						ACCOUNT TOTAL	70.32	
								70.32
551-6685-436.71-01	OFFICE SUPPLIES / OFFICE SUPPLIES							
1449	09/21	AP	02/25/21	0000000		POLK'S LOCK SERVICE, INC.	76.00	03/11/21
						KEYS FOR COMPOST, 389 AND TRANSFER STATION		
						ACCOUNT TOTAL	76.00	
								76.00
551-6685-436.72-01	OPERATING SUPPLIES / OPERATING SUPPLIES							
1448	09/21	AP	02/28/21	0000000		CULLIGAN WATER CONDITIONING	13.50	03/11/21
						WATER AT TRANSFER STATION		
						ACCOUNT TOTAL	13.50	
								13.50

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FUND 551 REFUSE FUND									
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS									
1420		09/21	AP	02/25/21	0000000	MENARDS-CEDAR FALLS	14.97		03/11/21
						CHISEL FOR TRANSFER TRAILER PROJECT			
1390		09/21	AP	02/17/21	0000000	MENARDS-CEDAR FALLS	14.98		03/11/21
						PLIERS, SPRINKLER			
1390		09/21	AP	02/17/21	0000000	MENARDS-CEDAR FALLS	20.45		03/11/21
						PLIERS, WELDABLE TUBE			
1390		09/21	AP	02/17/21	0000000	MENARDS-CEDAR FALLS		11.99	03/11/21
						RETURN OF PLIERS			
						ACCOUNT TOTAL	50.40	11.99	38.41
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1413		09/21	AP	03/02/21	0000000	THOMPSON SHOES	160.00		03/11/21
						SAFETY SHOES-D SMITH P.O. 56583			
						ACCOUNT TOTAL	160.00	.00	160.00
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE									
1390		09/21	AP	01/30/21	0000000	UNITED PARCEL SERVICE	23.80		03/11/21
						LANLINK MDT SERVICE			
						ACCOUNT TOTAL	23.80	.00	23.80
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
1420		09/21	AP	02/26/21	0000000	L.J.'S WELDING & FABRICATION	155.00		03/11/21
						SHEET METAL FOR GLASS RECYCLING PROJECT			
1420		09/21	AP	02/18/21	0000000	L.J.'S WELDING & FABRICATION	136.00		03/11/21
						METAL FOR GLASS CHUTE AT RECYCLING			
						ACCOUNT TOTAL	291.00	.00	291.00
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1448		09/21	AP	02/22/21	0000000	KEITH MFG. CO.	2,405.28		03/11/21
						TRANSFER TRAILER 384			
1449		09/21	AP	01/31/21	0000000	NAPA AUTO PARTS	531.91		03/11/21
						PARTS & EXPENSES JAN'21			
						ACCOUNT TOTAL	2,937.19	.00	2,937.19
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1471		09/21	AP	02/27/21	0000000	LIBERTY TIRE RECYCLING, LLC	224.68		03/11/21
						SCRAP TIRE RECYCLING			
						ACCOUNT TOTAL	224.68	.00	224.68

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GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 551 REFUSE FUND									
						FUND TOTAL	3,846.89	11.99	3,834.90
FUND 552 SEWER RENTAL FUND									
						552-6655-436.72-17 OPERATING SUPPLIES / UNIFORMS			
1450		09/21	AP	02/01/21	0136575	US BANK	204.00		03/09/21
						SQ *COVER ALL EMBRO CITY STOCKING HATS			
						ACCOUNT TOTAL	204.00	.00	204.00
						552-6655-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES			
1432		09/21	AP	02/16/21	0000000	POLK'S LOCK SERVICE, INC. LOCKS	18.00		03/11/21
						ACCOUNT TOTAL	18.00	.00	18.00
						552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES			
1432		09/21	AP	02/22/21	0000000	CAMPBELL SUPPLY WATERLOO GLOVES	191.76		03/11/21
						ACCOUNT TOTAL	191.76	.00	191.76
						552-6655-436.72-99 OPERATING SUPPLIES / POSTAGE			
1432		09/21	AP	02/06/21	0000000	UNITED PARCEL SERVICE CARTRIDGE RECYCLING SCALE RETURN	24.97		03/11/21
						ACCOUNT TOTAL	24.97	.00	24.97
						552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT			
1432		09/21	AP	02/23/21	0000000	GIERKE-ROBINSON COMPANY, INC. CLAMPS HYDRO	21.21		03/11/21
1432		09/21	AP	02/23/21	0000000	MENARDS-CEDAR FALLS ELBOW, COUPLERS, BUSHING	28.36		03/11/21
1432		09/21	AP	02/23/21	0000000	POLK'S LOCK SERVICE, INC. LOCKS	353.20		03/11/21
1432		09/21	AP	02/22/21	0000000	MENARDS-CEDAR FALLS TEE, CAP, ELBOW, VALVE, ADAPTERS, BUSHINGS+	223.27		03/11/21
1432		09/21	AP	02/17/21	0000000	BLACK HAWK RENTAL QUICK CONNECT	9.00		03/11/21
1432		09/21	AP	11/06/20	0000000	ARNOLD MOTOR SUPPLY OIL/CLEANER	8.50		03/11/21
						ACCOUNT TOTAL	643.54	.00	643.54
552-6655-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									

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FUND 552 SEWER RENTAL FUND											
552-6655-436.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued					
1432		09/21	AP	03/02/21	0000000	MENARDS-CEDAR FALLS	84.70			03/11/21	
		VALVES,BIT SET,TAPCON HEX									
1432		09/21	AP	02/24/21	0000000	MENARDS-CEDAR FALLS	33.08			03/11/21	
		CPLERS,VALVE,ADPTRS,BSHNG									
1432		09/21	AP	02/22/21	0000000	MENARDS-CEDAR FALLS	75.41			03/11/21	
		COUPLERS,ADAPTERS									
		ACCOUNT TOTAL						193.19	.00		193.19
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL											
1390		09/21	AP	02/19/21	0000000	IOWA ONE CALL	67.50			03/11/21	
		IOWA ONE CALLS JANUARY'21									
		ACCOUNT TOTAL						67.50	.00		67.50
552-6655-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
1432		09/21	AP	02/26/21	0000000	AUTOMATIC SYSTEMS CO.	496.50			03/11/21	
		ALARM REPAIR									
1432		09/21	AP	02/22/21	0000000	P & K MIDWEST, INC.	181.38			03/11/21	
		MOWER CHANGES									
1432		09/21	AP	02/19/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	574.67			03/11/21	
		FURNACE REPAIR									
1432		09/21	AP	02/10/21	0000000	CHRISTIE DOOR COMPANY	581.25			03/11/21	
		OH DOOR REPAIR									
1432		09/21	AP	02/09/21	0000000	AUTOMATIC SYSTEMS CO.	2,249.00			03/11/21	
		ALARM REPAIR									
		ACCOUNT TOTAL						4,082.80	.00		4,082.80
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE											
1441		09/21	AP	02/22/21	0000000	SNYDER & ASSOCIATES, INC.	1,771.00			03/11/21	
		3182-OAK PARK SEWER REPL. SERVICES THRU 01/31/21									
		PROJECT#: 023182									
		ACCOUNT TOTAL						1,771.00	.00		1,771.00
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1413		09/21	AP	02/15/21	0000000	STOREY KENWORTHY	3.57			03/11/21	
		COPY PAPER									
		ACCOUNT TOTAL						3.57	.00		3.57
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB											
1432		09/21	AP	03/01/21	0000000	MIDLAND SCIENTIFIC, INC.	103.53			03/11/21	



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FUND 552 SEWER RENTAL FUND									
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB						continued			
1432		09/21 AP		02/28/21	0000000	MIDLAND SCIENTIFIC, INC.	40.90		03/11/21
LAB SUPPLIES									
1432		09/21 AP		02/28/21	0000000	MIDLAND SCIENTIFIC, INC.	458.76		03/11/21
LAB SUPPLIES									
1432		09/21 AP		02/23/21	0000000	MIDLAND SCIENTIFIC, INC.	235.06		03/11/21
LAB SUPPLIES									
1432		09/21 AP		02/22/21	0000000	MIDLAND SCIENTIFIC, INC.	38.42		03/11/21
LAB SUPPLIES									
1432		09/21 AP		02/18/21	0000000	NORTHERN BALANCE & SCALE CO. THERMOMETERS & WEIGHTS	490.00		03/11/21
CALIBRATIONS LAB-									
ACCOUNT TOTAL							1,366.67	.00	1,366.67
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1413		09/21 AP		03/02/21	0000000	THOMPSON SHOES	144.50		03/11/21
SAFETY SHOES-C ROBINSON						P.O. 56581			
ACCOUNT TOTAL							144.50	.00	144.50
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1432		09/21 AP		03/01/21	0000000	MENARDS-CEDAR FALLS	24.99		03/11/21
FILTERS									
1432		09/21 AP		03/01/21	0000000	O'DONNELL ACE HARDWARE	36.35		03/11/21
INSECT SPRAY									
1432		09/21 AP		02/25/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	127.40		03/11/21
PUMP COUPLER									
1432		09/21 AP		02/24/21	0000000	FERGUSON ENTERPRISES, INC.	64.45		03/11/21
SENSOR									
1432		09/21 AP		02/24/21	0000000	O'DONNELL ACE HARDWARE	39.83		03/11/21
FILTER									
1432		09/21 AP		02/23/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	31.85		03/11/21
PUMP COUPLER									
1432		09/21 AP		02/23/21	0000000	O'DONNELL ACE HARDWARE	20.04		03/11/21
NUTS, BOLTS, HINGE									
1432		09/21 AP		02/17/21	0000000	SHERWIN-WILLIAMS COMPANY	36.45		03/11/21
BRUSHES									
1432		09/21 AP		02/16/21	0000000	O'DONNELL ACE HARDWARE	56.98		03/11/21
SHOVELS									
1450		09/21 AP		02/05/21	0136575	US BANK	302.80		03/09/21
SQ *ENVIRONMENTAL CHEMICA						MANHOLE SEALANT			
1450		09/21 AP		02/01/21	0136575	US BANK	37.18		03/09/21
MENARDS CEDAR FALLS IA						WATER FOR WATER REC			
ACCOUNT TOTAL							778.32	.00	778.32



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FUND 555 STORM WATER UTILITY										
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS continued										
PROJECT#: 023215										
ACCOUNT TOTAL							15,199.24	.00	15,199.24	
FUND TOTAL							15,368.93	.00	15,368.93	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1473		09/21 AP		02/25/21	0000000	OFFICE DEPOT	5.39			03/11/21
LEGAL PADS										
1413		09/21 AP		02/15/21	0000000	STOREY KENWORTHY	3.57			03/11/21
COPY PAPER										
1450		09/21 AP		02/15/21	0136575	US BANK	514.61			03/09/21
TROY GROUP										
1450		09/21 AP		02/12/21	0136575	US BANK	179.00			03/09/21
AMZN MKTP US*Y04SL2U03										
1450		09/21 AP		02/01/21	0136575	US BANK	9.42			03/09/21
AMAZON.COM*U05QF5CJ3 AMZN										
LAMINATING SHEETS-ANGIE										
ACCOUNT TOTAL							711.99	.00	711.99	
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1450		09/21 AP		02/08/21	0136575	US BANK	154.99			03/09/21
AMZN MKTP US*OB6GM9YZ3										
1450		09/21 AP		02/05/21	0136575	US BANK	99.00			03/09/21
STK*BIGSTOCKPHOTO.COM										
1450		09/21 AP		01/21/21	0136575	US BANK	45.52			03/09/21
AMAZON.COM*8E89U1XL3										
HEADPHONES-V & T										
ACCOUNT TOTAL							299.51	.00	299.51	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1413		09/21 AP		02/22/21	0000000	GORDON FLESCH COMPANY	1,083.25			03/11/21
COPIERS/24629-MPS01/MAR21										
2/22-3/21&OVR11/22-2/21										
ACCOUNT TOTAL							1,083.25	.00	1,083.25	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1413		09/21 AP		02/12/21	0000000	KOCH OFFICE GROUP	650.00			03/11/21
CHECK PRINTER										
1450		09/21 AP		01/28/21	0136575	US BANK	39.99			03/09/21
AMZN MKTP US*CP33F3753										
LAPTOP BATTERY REPL										
ACCOUNT TOTAL							689.99	.00	689.99	

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FUND 606 DATA PROCESSING FUND										
606-1078-1413	441.86-10	09/21 AP		02/24/21	0000000	REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS IP PATHWAYS, LLC	6,692.00			03/11/21
						VMWARE MAINTENANCE				
ACCOUNT TOTAL							6,692.00	.00	6,692.00	
FUND 606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1413		09/21 AP		02/22/21	0000000	GORDON FLESCH COMPANY	3,593.00			03/11/21
						LASERFICHE IMPLEMENTATION				
1450		09/21 AP		02/17/21	0136575	US BANK	942.96			03/09/21
						BEST BUY 00003798 PW TV, LIBRARY SWITCH				
1450		09/21 AP		02/17/21	0136575	US BANK	109.98			03/09/21
						AMZN MKTP US*7897T71T3 2 WEBCAMS FOR V&T				
1450		09/21 AP		02/08/21	0136575	US BANK		212.36		03/09/21
						AMAZON.COM REFUND'32 CURVED MONITOR				
1450		09/21 AP		02/05/21	0136575	US BANK	429.99			03/09/21
						AMZN MKTP US*XV22E94K3 MINI PC-PW CONF.ROOM				
1450		09/21 AP		02/04/21	0136575	US BANK	289.75			03/09/21
						AMZN MKTP US*4C7UV5OC3 WEBCAMS-PS & PW				
1450		09/21 AP		02/04/21	0136575	US BANK	459.98			03/09/21
						AMAZON.COM*E90IR55W3 32"CURVED MONITORS(2)				
1450		09/21 AP		01/28/21	0136575	US BANK	34.99			03/09/21
						BEST BUY 00003798 8-PART SWITCH-PSS				
ACCOUNT TOTAL							5,860.65	212.36	5,648.29	
FUND TOTAL							15,337.39	212.36	15,125.03	
FUND 680 HEALTH INSURANCE FUND										
680-1902-1486	457.51-01	09/21 AP		03/08/21	0000000	INSURANCE / HEALTH INSURANCE HOLMES MURPHY & ASSOCIATES LL APRIL 2021	2,416.66			03/11/21
						BENEFITS CONSULTING SERV				
ACCOUNT TOTAL							2,416.66	.00	2,416.66	
FUND TOTAL							2,416.66	.00	2,416.66	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-1471	446.72-05	09/21 AP		03/08/21	0000000	OPERATING SUPPLIES / GAS & OIL HTP ENERGY	17,460.36			03/11/21
						#2 DIESEL AT TECHNOLOGY				
1471		09/21 AP		03/08/21	0000000	HTP ENERGY	19,330.66			03/11/21
						GASOHOL AT BLUFF STREET				

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								POST DT	
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES /					GAS & OIL				
					continued				
1471		09/21	AP	03/03/21	0000000	DICK'S PETROLEUM COMPANY	279.50	03/11/21	
						REPAIR-BLUFF ST FUEL PUMP			
1448		09/21	AP	03/02/21	0000000	HTP ENERGY	19,343.26	03/11/21	
						GASOHOL AT 2200 TECH			
1450		09/21	AP	02/19/21	0136575	US BANK	21.38	03/09/21	
						CASEYS GEN STORE 3292			
1449		09/21	AP	01/31/21	0000000	NAPA AUTO PARTS	5,478.33	03/11/21	
						PARTS & EXPENSES JAN'21			
ACCOUNT TOTAL							61,913.49	.00	61,913.49
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
1449		09/21	AP	01/31/21	0000000	NAPA AUTO PARTS	73.39	03/11/21	
						PARTS & EXPENSES JAN'21			
ACCOUNT TOTAL							73.39	.00	73.39
685-6698-446.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
1420		09/21	AP	02/24/21	0000000	MENARDS-CEDAR FALLS	173.50	03/11/21	
						SHELF MATERIALS			
						SHIPPING AND RECEIVING			
ACCOUNT TOTAL							173.50	.00	173.50
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1449		09/21	AP	01/31/21	0000000	NAPA AUTO PARTS	21.85	03/11/21	
						PARTS & EXPENSES JAN'21			
ACCOUNT TOTAL							21.85	.00	21.85
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1420		09/21	AP	02/24/21	0000000	MENARDS-CEDAR FALLS	16.76	03/11/21	
						BRINE SYSTEM TEES			
1420		09/21	AP	02/17/21	0000000	TOYNE, INC.	490.93	03/11/21	
						2 1/2 AKRON VALVE KITS			
1420		09/21	AP	02/16/21	0000000	LAWSON PRODUCTS, INC.	11.14	03/11/21	
						SPRING LINKS			
1449		09/21	AP	01/31/21	0000000	NAPA AUTO PARTS	30,000.96	03/11/21	
						PARTS & EXPENSES JAN'21			
ACCOUNT TOTAL							30,519.79	.00	30,519.79
685-6698-446.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1450		09/21	AP	02/19/21	0136575	US BANK	60.00	03/09/21	
						KWIK STAR 71300007138			
						DIESEL FUEL PURCHASE TO			

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)							continued			
ACCOUNT TOTAL							60.00	.00	60.00	
685-6698-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE										
1449		09/21 AP		01/31/21	0000000	NAPA AUTO PARTS	4,690.86			03/11/21
PARTS & EXPENSES JAN'21										
ACCOUNT TOTAL							4,690.86	.00	4,690.86	
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS										
1420		09/21 AP		02/25/21	0000000	CITY LAUNDERING CO.	35.00			03/11/21
SHOP TOWELS										
ACCOUNT TOTAL							35.00	.00	35.00	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
1449		09/21 AP		01/31/21	0000000	NAPA AUTO PARTS	829.74			03/11/21
PARTS & EXPENSES JAN'21										
ACCOUNT TOTAL							829.74	.00	829.74	
685-6698-446.87-07 RENTALS / SHOP EQUIPMENT										
1471		09/21 AP		03/03/21	0000000	MENARDS-CEDAR FALLS	185.99			03/11/21
SCAFFOLDING FOR SHOP										
ACCOUNT TOTAL							185.99	.00	185.99	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
1420		09/21 AP		02/27/21	0000000	TRUCK CENTER COMPANIES EAST L	8,932.05			03/11/21
#372 TURBO AND REGULATION										
1420		09/21 AP		02/12/21	0000000	RASMUSSEN CO., THE	65.00			03/11/21
ROLL BACK FROM HUDSON RD #FD561										
1420		09/21 AP		02/11/21	0000000	RASMUSSEN CO., THE	250.00			03/11/21
TOWED TRUCK TO TRUCK CTR. #31372										
ACCOUNT TOTAL							9,247.05	.00	9,247.05	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
1471		09/21 AP		02/26/21	0000000	PRECISE MRM LLC	980.00			03/11/21
AVL CELL CHARGE										
1449		09/21 AP		02/23/21	0000000	YOUNG PLUMBING & HEATING	62,498.00			03/11/21
AIR ROTATION UNIT FOR VECH MAINT SHOP										
PROJECT#: 062506										

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FUND 685 VEHICLE MAINTENANCE FUND											
685-6698-446.93-01 EQUIPMENT / EQUIPMENT							continued				
ACCOUNT TOTAL							63,478.00	.00	63,478.00		
FUND TOTAL							171,228.66	.00	171,228.66		
FUND 686 PAYROLL FUND											
FUND 687 WORKERS COMPENSATION FUND											
FUND 688 LTD INSURANCE FUND											
FUND 689 LIABILITY INSURANCE FUND											
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE											
1487		09/21 AP		03/08/21	0000000	SWISHER & COHRT, P.L.C.	19.00			03/11/21	
		LIAB:MALLAVARAPU				2/01/21					
ACCOUNT TOTAL							19.00	.00	19.00		
FUND TOTAL							19.00	.00	19.00		
FUND 724 TRUST & AGENCY											
FUND 727 GREENWOOD CEMETERY P-CARE											
FUND 728 FAIRVIEW CEMETERY P-CARE											
FUND 729 HILLSIDE CEMETERY P-CARE											
FUND 790 FLOOD LEVY											
GRAND TOTAL							554,853.74	434.35	554,419.39		