



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MARCH 18, 2024
7:00 PM AT CITY HALL, 220 CLAY STREET

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Approval of the minutes of the Regular City Council meeting of March 4, 2024.

Agenda Revisions

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

Staff Updates

Special Order of Business

2. Public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of city-owned real estate to Blackhawk Properties, LLC.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 03/09/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement; and approving and authorizing execution of a Deed Without Warranty, conveying certain city-owned real estate to Blackhawk Properties, LLC.
3. Public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to the City's floodplain regulations.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 03/09/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to the City's floodplain regulations, upon its first consideration.

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

4. Receive and file the Committee of Whole minutes of March 4, 2024 relative to the following items:
 - a) Diversity, Equity & Inclusion (DEI) Update.
 - b) Automated Refuse Collection Rates.
 - c) Cease Fire Update and Discussion.

5. Receive and file the following resignation of members from Boards and Commissions:
 - a) Jennifer Onuigbo, Human Rights Commission.

6. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Paul Lee, Civil Service Commission, term ending 04/01/2028.

7. Receive and file communications from the Civil Service Commission relative to the following certified lists:
 - a) Aquatics Recreation Programs Supervisor.
 - b) Planner II.
 - c) Public Safety Officer.

8. Approve the following applications for retail alcohol licenses:
 - a) Barn Happy, 11310 University Avenue, Special Class B retail native wine - renewal.
 - b) Chilitos Mexican Bar and Grill, 1704 West 1st Street, Class C retail alcohol - renewal.
 - c) Social House, 2208 College Street, Class C retail alcohol & outdoor service - renewal.
 - d) Second State Brewing, 203 State Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
 - e) SingleSpeed Brewing Co., 128 Main Street, Class C retail alcohol, Special Class A beer - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
 - f) The Pump Haus Pub & Grill, 311 Main Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
 - g) Whiskey Road Tavern & Grill, 402 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service/sidewalk café. (April 1 – November 15, 2024)
 - h) Wilbo, 118 Main Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
 - i) Trigger Time Sims, 4302 University Avenue, Special Class C retail alcohol – new.

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

9. Resolution Calendar with items considered separately.

10. Resolution approving and accepting Quit Claim Deeds from Team Property Management, L.C. and OneNeck Data Center Holdings, LLC for the conveyance of approximately 2.5 feet along the Northern Boundary of Lot 1, Cedar Falls Technology Park Phase I.

11. Resolution levying a final assessment for costs incurred by the City to remove a tree from the property located at 307 N. Francis Street.

12. Resolution approving and authorizing execution of a Contract for 2024 City Initiative Day of Service with the Iowa Commission on Volunteer Service.

13. Resolution approving and authorizing execution of a Collaborative Program Agreement with the Black Hawk Tennis Club relative to providing Youth Tennis Lessons, in conjunction with the summer recreational programs.

14. Resolution approving and adopting 2023 Small Area Fair Market Rents (SAFMRs) payment standards for the Housing Choice Voucher Program relative to the Section-8 Housing Program.

- [15.](#) Resolution approving and authorizing execution of a Service/Product Agreement for asbestos testing and clearance monitoring services with Hawkeye Environmental relative to property located at 1218 Cottage Row Road.
- [16.](#) Resolution approving and authorizing execution of Amendment Number One to the Subaward Agreement with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD) for an extension of the Building Resilient Infrastructure and Communities (BRIC) Program grant funding relative to Stormwater Resilience Planning.
- [17.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Cedar Pak, LLC, relative to a post-construction stormwater management plan for the Casey's General Store located at 1620 West 1st Street.
- [18.](#) Resolution receiving and filing, and approving and accepting the bid of Aspro, Inc. in the amount of \$1,023,036.30, being the only bid received for the 2024 Street Restoration Project.
- [19.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Dave Schmitt Construction Co. in the amount of \$3,606,866.70, for the North Cedar Heights Area Reconstruction Project Phase 2.
- [20.](#) Resolution approving and authorizing execution of six City of Cedar Falls Owner Purchase Agreements; and approving and accepting three Black Hawk County Permanent Easements, and approving and accepting seventeen Temporary Construction Easements, in conjunction with the West Viking Road Reconstruction and Trail Project.
- [21.](#) Resolution receiving and filing, and setting April 1, 2024 as the date of public hearing, on the proposed plans, specifications, form of contract & estimate of cost for the West Viking Road Reconstruction and Trail Project.

Ordinances

- [22.](#) Pass an ordinance adopting the Code of Ordinances for the City of Cedar Falls, upon its first consideration.
- [23.](#) Pass an ordinance, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to the speed limit on certain portions of Center Street, upon its first consideration.

Allow Bills and Claims

- [24.](#) Allow Bills and Claims for March 18, 2024.

Council Updates and Announcements

Council Referrals

- [25.](#) Refer to Work Session a discussion on the future planning of the current Cedar Falls High School site and the Sartori/MercyOne hospital site.
26. Refer to Work Session or Committee of the Whole a discussion of the future land use map, Resilience Plan, and flood plain maps regarding future development planning and how we're addressing potential impacts on our waterways (especially Dry Run Creek and its watershed).

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, MARCH 4, 2024
REGULAR MEETING, CITY COUNCIL
MAYOR DANIEL LAUDICK PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:02 P.M. on the above date. Members present: Schultz, Latta, Kruse, Hawbaker (via zoom), Ganfield, Dunn. Absent: Crisman. Mayor Laudick led the Pledge of Allegiance.

- 54656 - It was moved by Kruse and seconded by Ganfield that the minutes of the Regular Meeting of February 19, 2024 be approved as presented and ordered of record. Motion carried unanimously.
- 54657 - Mayor Laudick read a statement regarding the request for a ceasefire in the Israel -Gaza war on behalf of the Council.
- 54658 - Mark Suchy, Cedar Falls, expressed concerns with the speed limit on Center Street.

Sonja Bock, Cedar Falls, expressed her support of DEI efforts and asked for continued support and an Advisory Board. Bock also commented on civic engagement and diversity.

The following individuals spoke in support of and requested City Council pass a resolution demanding an immediate and permanent ceasefire in Gaza:

Amelia Gotera, Cedar Falls
Ev Wilson, Waterloo
Sam Blatt, Waterloo
Byron Plumly, Cedar Falls
Xandra, Cedar Falls
Sam Trumble, Cedar Falls
Jason Droste, Cedar Falls
Brad Krugg, Cedar Falls
John Greer, Cedar Falls
Kyle Karkosh, Waterloo
Charlie Grove, Waterloo

Mary Carol, Cedar Falls, thanked Council for the statement Mayor read earlier in the meeting.

Josh Wilson, Cedar Falls, thanked Councilmembers and the Mayor for their response regarding a ceasefire resolution and encouraged individuals to contact State Legislators and Congress.

UNI Student Liaison Hackbart announced UNI Day at the Capitol on March 5, 2024, from 11 AM – 2 PM.

Pastor Larry Stumme, St. Paul Lutheran Church, commented on Martin Luther King, Civil Rights, and difficulties the black community faces and requested Waterloo and Cedar Falls work together as one community.

Aliya Rahman, Waterloo, spoke of the culture and climate of Cedar Falls.

Reverend Michael Blackwell, Cedar Falls, commented on racism and the quality of life in Cedar Falls.

Briane Brisco, commented on racism in Cedar Falls.

- 54659 - Director of Finance & Business Operations Rodenbeck announced a Career Fair on Saturday, March 23, 2024, at the Public Works Complex from 10 AM – 1 PM and invited the public to participate in a survey regarding the Downtown Parking Feasibility Study. Rodenbeck responded to a comment by Councilmember Kruse.

- 54660 - Mayor Laudick announced that in accordance with the public notice of February 24, 2024, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Street Restoration Project. It was then moved by Kruse and seconded by Dunn that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 54661 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Principal Engineer Claypool provided a summary of the proposed project. There being no one else present wishing to speak about the proposed project, the Mayor declared the hearing closed and passed to the next order of business.

- 54662 - It was moved by Ganfield and seconded by Schultz that Resolution #23,507, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2024 Street Restoration Project, be adopted. Following questions by Councilmembers Ganfield and Latta, and responses by Claypool, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,507 duly passed and adopted.

- 54663 - It was moved by Kruse and seconded by Dunn that Ordinance #3049, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Cemetery Section, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3049 duly passed and adopted.

54664 - It was moved by Kruse and seconded by Latta that Ordinance #3050, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to the speed limit on certain portions of West 27th Street, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3050 duly passed and adopted.

54665 - It was moved by Kruse and seconded by Ganfield that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the City Council Standing Committee minutes of February 19, 2024 relative to the following items:

- a) Railroad Crossing Elimination (RCE) Grant Application 2024 – Potential regional application: Cedar Falls, Butler County, & Shell Rock.
- b) Budget Presentation.

Approve the application of Casey's #4553, 1525 W. Ridgeway Avenue, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for retail alcohol licenses:

- a) Deringer's Public Parlor, 314 ½ Main Street, Class C retail alcohol - renewal.
- b) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C retail alcohol & outdoor service -renewal.
- c) Hillstreet News & Tobacco, 2217 College Street, Class E retail alcohol - renewal.
- d) Kwik Star, 2019 College Street, Class B retail alcohol - change in ownership.
- e) Kwik Star, 4515 Coneflower Parkway, Class B retail alcohol - change in ownership.
- f) Kwik Star, 7500 Nordic Drive, Class B retail alcohol - change in ownership.
- g) Kwik Spirits, 4116 University Avenue, Class E retail alcohol - change in ownership.
- h) Patton, 317 Main Street, Class C retail alcohol - new.
- i) Casey's, 1525 West Ridgeway Avenue, Class E retail alcohol - new.

Motion carried unanimously.

54666 - It was moved by Kruse and seconded by Latta that the following resolutions be introduced and adopted:

Resolution #23,508, approving local match for Housing Trust Fund program in the amount of \$2,620.00.

Resolution #23,509, in support of a grant application to the Iowa Arts Council relative to Hearst Center cultural programs.

Resolution #23,510, approving and authorizing execution of a Sponsorship Agreement with Brad Jacobson relative to Panthers on Parade Sponsorship for

the TC mascots Panthers on Parade Project.

Resolution #23,511, approving and authorizing execution of a Sponsorship Agreement with Brent Dahlstrom relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,512, approving and authorizing execution of a Sponsorship Agreement with Cedar Valley Arboretum at Hawkeye Community College relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,513, approving and authorizing execution of a Sponsorship Agreement with Cedar Valley Dental Associates relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,514, approving and authorizing execution of a Sponsorship Agreement with College Hill Partnership relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,515, approving and authorizing execution of a Sponsorship Agreement with Community Bank & Trust relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,516, approving and authorizing execution of a Sponsorship Agreement with First Bank relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,517, approving and authorizing execution of a Sponsorship Agreement with GreenState Credit Union relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,518, approving and authorizing execution of a Sponsorship Agreement with Hansen's Dairy relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,519, approving and authorizing execution of a Sponsorship Agreement with Hy-Vee relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project

Resolution #23,520, approving and authorizing execution of a Sponsorship Agreement with JCAM Properties LLC, relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,521, approving and authorizing execution of a Sponsorship Agreement with John Deere relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,522, approving and authorizing execution of a Sponsorship Agreement with Martin Bros. relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,523, approving and authorizing execution of a Sponsorship Agreement with Peters Construction Corp. relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,524, approving and authorizing execution of a Sponsorship Agreement with SCHEELS relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,525, approving and authorizing execution of a Sponsorship Agreement with Soifer Family McDonald's relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,526, approving and authorizing execution of a Sponsorship Agreement with Structure Real Estate relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,527, approving and authorizing execution of a Sponsorship Agreement with The Brass Tap relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,528, approving and authorizing execution of a Sponsorship Agreement with the University of Northern Iowa relative to relative to TC mascots for the Panthers on Parade Project.

Resolution #23,529, approving and authorizing execution of a sponsorship agreement with UNITE Credit Union relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,530, approving and authorizing execution of a Sponsorship Agreement with Urban Pie relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.

Resolution #23,531, approving and authorizing execution of a sponsorship agreement with Veridian Credit Union relative to relative to TC mascots for the Panthers on Parade Project.

Resolution #23,532, approving and authorizing execution of a sponsorship agreement with Western Home Communities relative to TC mascots for the Panthers on Parade Project.

Resolution #23,533, approving and authorizing execution of a Sponsorship Agreement with Witham Auto relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Community Pride Project.

Resolution #23,534, approving and authorizing execution of a Temporary Encroachment Agreement with the College Hill Neighborhood Association d/b/a College Hill Partnership relative to TC mascots for the Panthers on Parade Project.

Resolution #23,535, approving and authorizing execution of a Temporary Encroachment Agreement with Community Bank & Trust relative to TC mascots

for the Panthers on Parade Project.

Resolution #23,536, approving and authorizing execution of a Temporary Encroachment Agreement with Structure Real Estate relative to TC mascots for the Panthers on Parade Project.

Resolution #23,537, approving and authorizing execution of a Temporary Encroachment Agreement with Burtis Core, Inc., d/b/a The Brass Tap relative to TC mascots for the Panthers on Parade Project.

Resolution #23,538, approving and authorizing execution of a Planned Residential (RP) Zoning District Development Procedures Agreement for Panther West with Panther Farms, LLC relative to 54.79 Acres of land located North of Aldrich Elementary School and South of West Greenhill Road.

Resolution #23,539, approving and authorizing submission of a Swift Current Mitigation Grant application to Iowa Department of Homeland Security and Emergency Management (IDHSEM) for hazard mitigation relative to purchasing repetitive loss (RL) and severe repetitive loss (SRL) properties in northern Cedar Falls.

Resolution #23,540, approving the Certificate of Completion and accepting the work of Boulder Contracting, LLC for the 2023 Sidewalk Assessment Project, Zone 1.

Resolution #23,541, approving the Final Statement of Expenditures for the 2023 Sidewalk Assessment Project, Zone 1.

Resolution #23,542, setting March 18, 2024 as the date of public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of city-owned real estate to Blackhawk Properties, LLC.

Resolution #23,543, setting March 18, 2024 as the date of public hearing on the proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to the City's floodplain regulations.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,508 through #23,543 duly passed and adopted.

- 54667 - It was moved by Kruse and seconded by Ganfield that the bills and claims of March 4, 2024 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Dunn. Nay: None. Motion carried.
- 54668 - It was moved by Schultz and seconded by Kruse to refer to a City Council Meeting, an ordinance to change the speed limit on Center Street between Lone

Tree Road and Clair Street to be a continuous 25 mph. Following comments and questions by Councilmembers Schultz, Kruse, Latta, Ganfield, and Dunn, and responses by Director of Public Works Schrage, the motion carried unanimously.

It was moved by Kruse and seconded by Ganfield to refer to Committee of the Whole discussion on regular Council Meetings be held on Tuesdays. Following comments by Councilmembers Kruse, Dunn and Latta, and Mayor Laudick, the motion carried 4-2, with Schultz and Dunn voting Nay.

54669 - It was moved by Latta and seconded by Ganfield that the meeting be adjourned at 8:33 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Mayor Laudick and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: March 7, 2024
SUBJECT: Blackhawk Properties, LLC Economic Development Project

INTRODUCTION

For the past several months, staff has been working with representatives of Blackhawk Properties, LLC on an industrial park project which will result in the construction of a new 78,000 square foot industrial building. A portion of this building would be for the new home of Rice Companies, who recently located in Cedar Falls, and the building would also include a number of individual industrial lease spaces as well. The proposed project will occur on Lot 11, West Viking Road Industrial Park Phase V, which is a 7.57-acre lot located at the corner of Technology Parkway and Innovation Drive within the new expansion area of the West Viking Road Industrial Park. This new facility, when fully completed, will have a minimum building valuation of \$6,267,360 and a total project minimum assessed valuation of \$6,873,360 (including land).

DESCRIPTION OF PROJECT

As noted above, the proposed building will be 78,000 square feet in size and will be located along Innovation Drive and Technology Parkway within the West Viking Road Industrial Park (see attached map for location). The proposed building will be constructed in three separate phases, with the initial phase I portion of the building being 29,222 square feet in size. This first phase of the building project will be for the new home of Rice Companies, which is a company that recently located in Cedar Falls and is currently located in a temporary lease space within the Cedar Falls Industrial and Technology Park. Phase II of the project would include the construction of a 24,561 square foot addition to the building, and phase III of the project would include another 24,561 square foot addition, for a total building size of just over 78,000 square feet. The phase II and phase III building additions will be made available for lease, with each unit having its own entry door, overhead door and dock door. The timing of the construction of the phase II and phase III additions is spelled out within the development agreement, however the developer is hopeful that the additions will be constructed on a faster timeline based on tenant interest in the lease spaces.

As indicated above, the proposed project will have a total minimum building valuation of \$6,267,360, and a total project valuation including land of \$6,873,360. This is broken down into a phase I valuation of \$2,943,760, a phase II valuation of \$1,964,800, and a phase III valuation of \$1,964,800. The developer plans to commence construction of the phase I project this year with completion anticipated within 12-18 months.

COMPANY PROFILE

Blackhawk Properties, LLC (“Blackhawk”) is an entity owned and controlled by the owners of Rice Companies, Inc. Blackhawk Properties, LLC was formed for the exclusive purpose of developing and owning the real estate for Rice Companies’ new office in the Cedar Falls market. Rice Companies is a full service, integrated design, construction and real estate firm that offers a seamless delivery of construction services to its clients. Founded in 1953, Rice Companies is on its 3rd generation of Rice family leadership. Rice Companies is headquartered in Sauk Rapids, MN with additional offices in Glencoe, MN, Mankato, MN, Fargo, ND, Sioux Falls, SD and most recently, Cedar Falls, IA. Rice Companies is one of few firms in the Midwest that offers true single source construction services, which include in-house licensed Architects & Engineers, Construction Management, Self-Performing Field Crews, Real Estate Brokerage, Dedicated Service/Maintenance and Commercial Development Services. Built on a foundation of family forward values, the determination to be passionately innovative, continuously accountable, collaborative and relationship driven. Rice Companies’ 150+ team members are active in the communities they serve and committed to building long-standing partnerships. With over 80% of Rice Companies’ business being repeat clients, they pride themselves on earning the next project for their clients. Rice Companies is very thankful for the opportunity that the City of Cedar Falls has presented and looks forward to expanding its footprint with new relationships in the Cedar Valley market.

ECONOMIC DEVELOPMENT INCENTIVES

Land Incentive

For this proposed project, Blackhawk Properties, LLC would receive at no cost, Lot 11, West Viking Road Industrial Park Phase V, which is 7.57 acres in size. As you can see on the initial building renderings below, the building will be located in the center of the lot, with employee and customer parking on the east side of the building, and overhead/dock doors and delivery areas located along the west side of the building.





For a total building size of 78,000 square feet, the requested lot of 7.57 acres falls within the policy guidelines of what the City would typically offer for a land incentive. However, if the developer does not complete the phase II or phase III additions, the development agreement does include a clause that requires that the developer pay a certain sum of money to the City for the additional amount of land that would not be needed if the building additions are not constructed. The development agreement spells out the specific payment amounts and timing of the payments if the phase II and phase III additions are not constructed.

Industrial Partial Property Tax Exemption

Consistent with our ongoing local economic development incentive guidelines, the City of Cedar Falls typically will consider a Five-Year Partial Property Tax Exemption on projects having a minimum assessed valuation of \$1,200,000+. Section 8.15 of the Agreement for Private Development references sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances and Chapter 427B of the Iowa Code with respect to the provisions of the applicable partial property tax exemption. For this proposed phase I, the following exemption schedule is estimated using the existing industrial tax rate/valuation and projecting annual building property taxes of \$71,073:

<u>Year</u>	<u>% Exemption</u>	<u>\$ Abated</u>	<u>\$ Amount Paid</u>	<u>\$ Total Taxes</u>
1	75%	\$53,304	\$17,768	\$71,073
2	60%	\$42,644	\$28,429	\$71,073
3	45%	\$31,983	\$39,090	\$71,073
4	30%	\$21,322	\$49,751	\$71,073
5	15%	\$10,661	\$60,412	\$71,073
		<u>\$159,913</u>	<u>\$195,449</u>	<u>\$355,363</u>

For phase II and phase III, based on the valuation amounts listed within the agreement, it is anticipated that the total abatement amount over the 5-year abatement period for each phase would be \$134,401, with a taxes paid amount of \$164,268.

It should be noted that following City Council consideration of the Agreement for Private Development, an actual Ordinance will be drafted and adopted implementing the proposed exemption schedule noted above. The Ordinance granting the applicable partial property tax exemption will be presented to City Council once construction of the new facility has commenced.

Conclusion

As this memorandum indicates, Blackhawk Properties, LLC is proposing to construct a new 78,000 square foot industrial facility in the West Viking Road Industrial Park over three phases. The proposed new construction project will have a minimum building permit valuation of \$6,267,360, and a total Minimum Assessed Valuation of \$6,873,360 including land. Construction on phase I is anticipated to commence this year with completion anticipated within approximately 12-18 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Blackhawk Properties, LLC has been reviewed by both parties, and is attached for your review and approval.

RECOMMENDATION

Staff recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Blackhawk Properties, LLC, and approving and authorizing execution of a Deed Without Warranty conveying title to certain real estate to Blackhawk Properties, LLC.

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

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



Blackhawk Properties, LLC
78,000 SF Industrial
Warehouse Facility

Item 2.

W. Viking Rd

Venture Way

Innovation Dr

Bossard

Project Location

Capital Way

Hawkeye
Corrugated
Box

Technology Pkwy

D. LaPorte

Air King

S. Union Rd



1" = 15'



AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

BLACKHAWK PROPERTIES, LLC

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2024, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and Blackhawk Properties, LLC, (hereinafter called the "Developer"), a Minnesota limited liability company having its principal place of business at P.O. Box 128, Sauk Rapids, MN 56379.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

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

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

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

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

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

ARTICLE I. DEFINITIONS

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

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

Assessor's Minimum Actual Value means the minimum actual tax value, before rollback, of the Minimum Improvements constructed and the land and improvements comprising the Development Property for calculation and assessment of real property taxes as set forth in the Minimum Assessment Agreement.

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

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

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

Commencement Date means the date of the issuance by the City of a building permit for the Phase I Minimum Improvements.

Construction Cost means all costs of developing and constructing the applicable Minimum Improvements, including, without limitation, the costs of labor and materials, construction management and supervision costs, general contractor overhead, fees and expense, insurance premiums, architectural and engineering fees and expenses, building permit and inspection fees, site work and developer fees.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property of each Phase; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Deed means the form of a Deed Without Warranty substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means Blackhawk Properties, LLC, a Minnesota limited liability company and its successors, successors-in-title and assigns with respect to the Development Property.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A hereto.

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

Minimum Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Minimum Improvements shall mean the Phase I Minimum Improvements, the Phase II Minimum Improvements and the Phase III Minimum Improvements, as applicable.

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

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

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Phase shall mean each or any of the Phase I Minimum Improvements, the Phase II Minimum Improvements and the Phase III Minimum Improvements.

Phase I Minimum Improvements shall mean the construction of an industrial use warehouse and office facility totaling at least 29,222 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

Phase I Minimum Improvements Completion Date shall mean July 31, 2025, which date may be extended one day for each day of Unavoidable Delays, or such other date as the parties may mutually agree upon in writing.

Phase II Minimum Improvements shall mean the construction of an industrial use warehouse and office facility expansion totaling at least 24,560 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

Phase II Minimum Improvements Completion Date shall mean July 31, 2028, which date may be extended one day for each day of Unavoidable Delays, or such other date as the parties may mutually agree upon in writing.

Phase III Minimum Improvements shall mean the construction of an industrial use warehouse and office facility expansion totaling at least 24,560 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

Phase III Minimum Improvements Completion Date shall mean July 31, 2030, which date may be extended by one day for each day of Unavoidable Delays, or such other date as the parties may mutually agree upon in writing.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means December 31, 2038, unless terminated earlier, pursuant to the terms of the Agreement.

Unavoidable Delays means delays resulting from unforeseeable events, including but not limited to storms, floods, fires, explosions or other casualty losses, unusual, severe or prolonged weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay), acts of God, pandemics, or acts of war or terrorism.

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

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

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of

any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned "M-1-P, Planned Industrial District". The "M-1-P, Planned Industrial District" zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

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

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Minnesota, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) The Developer desires to construct the Minimum Improvements on the Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or to Developer's knowledge threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all applicable local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (h) The construction of the Phase I Minimum Improvements will require a total Construction Cost of not less than Two Million Three Hundred Thirty-seven Thousand Seven Hundred Sixty Dollars and no/100 Dollars (\$2,337,760.00), and an assessed valuation of Two Million Nine Hundred Forty-three Thousand Seven Hundred Sixty and no/100 Dollars (\$2,943,760.00) is reasonable for the Phase I Minimum Improvements and the land that together comprise the Development Property. The construction of the Phase II Minimum Improvements will require a total Construction Cost of not less than One Million Nine Hundred Sixty-four Thousand Eight Hundred and no/100 Dollars (\$1,964,800.00) and an assessed valuation of One Million Nine Hundred Sixty-four Thousand Eight Hundred and no/100 Dollars (\$1,964,800.00) is

reasonable for the Phase II Minimum Improvements. The construction of the Phase III Minimum Improvements will require a total Construction Cost of not less than One Million Nine Hundred Sixty-four Thousand Eight Hundred and no/100 Dollars (\$1,964,800.00), and an assessed valuation of One Million Nine Hundred Sixty-four Thousand Eight Hundred and no/100 Dollars (\$1,964,800.00) is reasonable for the Phase III Minimum Improvements.

- (i) The Developer has not received any notice from any local, State or federal official that the proposed activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Phase I Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate in good faith with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Phase I Minimum Improvements will be substantially completed on or before July 31, 2025, and if commenced, the Phase II Minimum Improvements will be substantially completed on or before July 31, 2028, and if commenced, the Phase III Minimum Improvements will be substantially completed on or before July 31, 2030.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations,

promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

- (a) The Developer agrees that it will cause the Phase I Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the total cost of the Phase I Minimum Improvements to be constructed shall not be significantly less than Two Million Three Hundred Thirty-seven Thousand Seven Hundred Sixty and no/100 Dollars (\$2,337,760.00).
- (b) The Developer agrees that if the Phase II Minimum Improvements are constructed it will cause the Phase II Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the total cost of the Phase II Project Minimum Improvements if constructed shall not be significantly less than One Million Nine Hundred Sixty-four Thousand Eight Hundred and no/100 Dollars (\$1,964,800.00).
- (c) The Developer agrees that if the Phase III Minimum Improvements are constructed it will cause the Phase III Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the total cost of the Phase III Project Minimum Improvements if constructed shall not be significantly less than One Million Nine Hundred Sixty-four Thousand Eight Hundred and no/100 Dollars (\$1,964,800.00).

Section 3.2 Building Permit Valuation Amount.

- (a) The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Phase I Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Phase I Building Permit Valuation Amount") of a minimum of Two Million Three Hundred Thirty-seven Thousand Seven Hundred Sixty and no/100 Dollars (\$2,337,760.00), by no later than August 1, 2024.
- (b) If the Developer proceeds with the Phase II Minimum Improvements, the Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Phase II

Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Phase II Building Permit Valuation Amount") of a minimum of One Million Nine Hundred Sixty-four Thousand Eight Hundred and no/100 Dollars (\$1,964,800.00), by no later than August 1, 2027.

- (c) If the Developer proceeds with the Phase III Minimum Improvements, the Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Phase III Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Phase III Building Permit Valuation Amount") of a minimum of One Million Nine Hundred Sixty-four Thousand Eight Hundred and no/100 Dollars (\$1,964,800.00), by no later than August 1, 2029.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans, and any material change thereto, to be provided for the applicable Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3, which approval shall not be unreasonably withheld, conditioned or delayed. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans substantially conform in all material respects to the terms and conditions of this Agreement relating thereto; (b) the Construction Plans substantially conform in all material respects to the terms and conditions of the Urban Renewal Plan relating thereto; (c) to the best of City's knowledge, the Construction Plans substantially conform in all material respects to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the applicable Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred and remains uncured; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of

the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Phase I Minimum Improvements to be commenced by no later than August 1, 2024, and completed (i) by no later than July 31, 2025, or (ii) by such other date as the parties shall mutually agree upon in writing. Subject to Unavoidable Delays and market conditions, the Developer expects to cause construction of the Phase II Minimum Improvements to be commenced by no later than August 1, 2027, and completed (i) by no later than July 31, 2028, or (ii) by such other date as the parties shall mutually agree upon in writing. Subject to Unavoidable Delays and market conditions, the Developer expects to cause construction of the Phase III Minimum Improvements to be commenced by no later than the August 1, 2029, and completed (i) by no later than July 31, 2030, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. The completion dates for construction of Minimum Improvements for each Phase as stated in this Section 3.4, as may be extended by Unavoidable Delays, must be met in order for Developer to qualify for Partial Property Tax Exemption for each Phase pursuant to Section 8.15, and to avoid payment to the City pursuant to Section 10.2(e). However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction during reasonable times upon reasonable notice.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for each Phase of the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto, for such Phase. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of that Phase of the Minimum Improvements.

Each Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide

a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Phase of Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements

and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy.
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. The policy shall waive subrogation rights against the City and shall contain a Governmental Immunities endorsement in a form acceptable to the City.
 - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of

the City shall furnish proof of the payment of premiums on) insurance as follows:

- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.
 - (ii) Comprehensive commercial general liability insurance, including liability for injuries to persons and/or property resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
 - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than

fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements then existing on the Development Property to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Condemnation Award. Upon receipt of any Condemnation Award, the Developer shall, in the event the existing Minimum Improvements can reasonably be reconstructed upon the Development Property (as it remains after such condemnation action) for a total cost (including soft costs and all costs relating to the re-design and redevelopment of such Minimum Improvements upon the Development Property and also including all costs incurred in connection with the pursuit and recovery of the Condemnation Award) that does not exceed the amount of the Condemnation Award that was awarded with respect to such Minimum Improvements (as opposed to other interests of Developer in and to the Property), use the entire Condemnation Award to reconstruct such Minimum Improvements (or, in the event only a part of such Minimum Improvements

have been taken, then to reconstruct such part) upon the Development Property; provided, however, that notwithstanding anything to the contrary in the foregoing, Developer shall not have any obligation to reconstruct such Minimum Improvements: (i) if the Minimum Improvements cannot reasonably be reconstructed upon the Development Property (as it remains after such condemnation action) for a total cost (including soft costs and all costs relating to the redesign and redevelopment of the Minimum Improvements upon the Development Property and also including all costs incurred in connection with the pursuit and recovery of the Condemnation Award) that does not exceed the amount of the Condemnation Award that was awarded with respect to said Minimum Improvements (as opposed to other interests of Developer in and to the Property); or (ii) in the event that, as a result of such condemnation, the tenant under any lease then in effect with respect to the Development Property is afforded the right, and exercises such right, to terminate its lease as a result of such condemnation. Except in the event of condemnation of all of the Development Property by a condemning authority other than the City, if such Minimum Improvements are not reconstructed as required by this Section, Developer shall immediately, upon receipt of such condemnation award, convey the Development Property back to the City, at no cost to the City, in accord with the provisions of Section 10.2(d).

ARTICLE VI. MINIMUM ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Minimum Assessment Agreement.

- (a) As further consideration for this Agreement, Developer and the City shall execute the Minimum Assessment Agreement in the form of Exhibit D, pursuant to the provisions of Iowa Code Section 403.6(19), whereby Developer shall agree to a minimum actual value for the Development Property and the Minimum Improvements to be constructed on the Development Property for the purpose of calculating real property taxes (the “Assessment Agreement” or “Minimum Assessment Agreement”). Specifically, Developer, the holder of any mortgage, and all prior lienholders shall agree to a minimum actual taxable value for the Minimum Improvements and the land that together comprise the Development Property (land, building and improvements value) as follows:
- (i) Upon completion of the Phase I Minimum Improvements, the minimum actual taxable value for the Development Property and all improvements thereon shall be fixed for assessment purposes at not less than \$2,943,760, before rollback.
 - (ii) If the Phase II Minimum Improvements are constructed, upon completion of the Phase II Minimum Improvements, the minimum actual taxable value for the Development Property and all improvements thereon shall be fixed for assessment purposes at not less than \$4,908,560, before rollback.

- (iii) If the Phase III Minimum Improvements are constructed, upon completion of the Phase III Minimum Improvements, the minimum actual taxable value for the Development Property and all improvements thereon shall be fixed for assessment purposes at not less than \$6,873,360, before rollback.
- (b) Such minimum actual values at the time applicable are herein referred to as the “Assessor’s Minimum Actual Value”.
- (c) Nothing in the Assessment Agreement shall:
 - (i) Limit the discretion of the Assessor for the County to assign an actual taxable value to the Development Property in excess of the Assessor’s Minimum Actual Value; or
 - (ii) Prohibit Developer or its successors or assigns from seeking, through the exercise of legal or administrative remedies, a reduction in such actual taxable value for property tax purposes, provided, however, that Developer or its successors or assigns shall not seek a reduction of such actual taxable value below the Assessor’s Minimum Actual Value in any year so long as the Assessment Agreement is in effect.
- (d) The Assessment Agreement shall remain in effect until the Termination Date and shall be certified by the Assessor for the County, as provided for in Iowa Code Section 403.6(19), and be filed for record in the office of the County Recorder. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or any part thereof, whether voluntary or involuntary. The Assessment Agreement will be binding and enforceable in its entirety against any such subsequent encumbrancer or purchaser, as well as any prior encumbrancer consenting thereto in writing.

Section 6.2. Maintenance of Properties. The Developer shall maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted (and casualty and condemnation which are governed by Article V hereof), and from time to time shall make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer shall keep at all times proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions by Developer of or in relation to the Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such

books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer shall comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. Following Closing, the Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

Except as set forth in Section 8.15, the Developer and its successors agree that following Closing and prior to the Termination Date:

- (a) It will not seek any tax exemption, either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except reimbursement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that

for all periods up to the Termination Date that all utility needs for the Minimum Improvements shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, telephone, internet and other fiber-optic communications service including point-to-point, VLAN and last mile fiber services for a corporate network connection, but only to the extent such City-owned utilities can provide the services reasonably required to service the business operations on the Development Property at generally applicable rates for like users. The Developer and its successors and assigns agree to work with Cedar Falls Utilities to attain needed communication services (as defined above). Should it be mutually agreed upon by both parties (with both parties agreeing to act reasonably with respect to such decision) that City-owned utilities are unable to meet the communication requirements specified, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2025, and ending on November 1, 2034, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development

Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.5, 6.7, 7.2, 7.3 and 11.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of the County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. Notwithstanding anything to the contrary in the foregoing or elsewhere in this Agreement, the parties acknowledge and agree that for purposes of this Agreement, the relocation of an enterprise from one location within the City of Cedar Falls to another location within the City of Cedar Falls shall not be considered a "Relocation" hereunder. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9(a). In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 10.2:

(i) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property ("Full Value"), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation as to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Until such time as the Phase I Minimum Improvements have been completed and a Certificate of Completion has been issued by the City, and excepting only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases and subleases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval shall not

be unreasonably withheld, conditioned, or delayed, to the extent required by this Article VII. Any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City to the extent required by this Article VII, shall be null and void. The City may require that any transferee of the Development Property assume the obligations of Developer hereunder as a condition of any such transfer requiring delivery of prior written notice to the City, and Developer shall notify City staff of any such transfer prior to the effective date thereof. After completion of the Phase I Minimum Improvements, Developer will provide notice to the City of any such transfer, but the City's approval thereof shall not be required so long as the transferee has assumed all of Developer's outstanding obligations hereunder in connection with such transfer and the Developer provides the evidence, instruments, and documents described in Section 7.2(b)(1-3) with respect to such transfer.

- (b) Except as otherwise provided in this Agreement, the City shall be entitled to require, upon written notice to Developer within twenty (20) days after receipt of notice that Developer will transfer the Development Property, as conditions to any such approval that:
 - (1) Evidence, in the form of a written certification by Developer, to the best of Developer's knowledge, that any proposed transferee shall have the qualifications and financial responsibility, as necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
 - (2) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part).
 - (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, Developer shall deliver to the City executed copies of any

documents that will run with title to the Development Property related to the transfer promptly after execution thereof.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Phase I Minimum Improvements, from any of its obligations with respect thereto. Notwithstanding the foregoing, however, after completion of the construction of the Phase I Minimum Improvements and issuance by the City of a Certificate of Completion as provided in Section 3.5, upon assignment of this Agreement in compliance with Section 7.2 hereof, the City shall release Developer from future obligations hereunder, so long as such assignment complies with the requirements of this Section 7.2 and such assignee assumes all of Developer's continuing obligations hereunder to the satisfaction of the City, which the City shall confirm in a recordable writing upon request therefore from Developer.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the majority or controlling ownership of which consists solely of the Developer or any members or managers of the Developer (the "Permitted Transferee"), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer's covenants as contained in this Agreement.

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Deed. Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record all as of the date of this Agreement, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3. Condition of the Property; Care And Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Any geological or other inspection of the Development Property is the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

Section 8.4. Environmental Matters. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date and relate to conditions first occurring with respect to the Development Property or events occurring after the Closing Date.

Section 8.5. Survey. Developer shall be responsible for any survey of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey purposes.

Section 8.6 Time and Place for Closing and Delivery of Deed. The City shall execute and deliver the Deed and possession of the Development Property to Developer, conditioned on both parties executing all documents required hereunder, on or before the earlier of (a) 30 days after the end of the Due Diligence Period, or (b) the date identified

by Developer which is no sooner than 10 and no more than 30 days after Developer provides written notice to the City of such date, or on such other date as the parties hereto may mutually agree in writing (the “Closing Date” or “Closing”).

Section 8.7 Recordation of Deed. The City shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The City shall pay all costs for recording the Deed.

Section 8.8 Abstract of Title. The City shall provide an abstract of title continued to the date of filing of the plat. It shall be the Developer’s responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed. If the updated abstract does not show marketable title in the City, the City shall make every reasonable effort to promptly cure title. If the Closing is delayed due to the City’s inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party.

Section 8.9. Real Estate Taxes; Special Assessments. The Developer acknowledges that the City is a tax-exempt government entity, and the Developer agrees that the City shall not be required to pay any real estate taxes or special assessments which are a lien on the Developer Property as of the Closing Date, or to give the Developer a credit for prorated real estate taxes at Closing. The Developer shall pay all real estate taxes, if any, assessed against the Development Property after the Closing.

Section 8.10. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property prior to Closing. In the event of substantial damage or destruction of the Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Development Property after Closing.

Section 8.11 Certification. The Developer and the City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to my breach of the foregoing certification.

Section 8.12. No Real Estate Agent or Broker. The Developer and the City each represent and warrant to the other that no brokerage commission, finder's fee or other compensation is due and payable hereunder; furthermore, the Developer and the City each, one to the other, agree to indemnify, protect, defend and hold the other harmless from and against all losses, claims, costs, expenses and damages (including but not limited to reasonable attorney fees) resulting from the claims of any broker, finder or other such party claiming by, through or under the acts or agreements of the indemnifying party.

Section 8.13 Conditions Precedent to Conveyance of Property. The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Phase I Minimum Improvements in an amount sufficient, together with equity commitments, to complete the Phase I Minimum Improvements in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer's financial ability as in the reasonable judgment of the City is required for the Phase I Minimum Improvements;
- (c) Execution of a Minimum Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in substantially the form attached hereto as Exhibit E.

Section 8.14 Failure to Commence Construction of Phase I Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Phase I Minimum Improvements on the Development Property by no later than December 31, 2024, and commencement of construction does not appear imminent by no later than June 1, 2025, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than August 1, 2025.

Section 8.15. Partial Property Tax Exemption. Subject to Developer's compliance with all of the terms and conditions of this Agreement, and subject specifically to Section 10.2, City agrees that the Developer may apply to the County and to the City, for a partial exemption from taxation of industrial property as may be provided by the Cedar Falls Code

of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the actual value added by each Phase of the Minimum Improvements completed by the applicable deadlines set forth in Section 3.4. Subject to Developer's timely application and qualification under Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and Chapter 427B, Code of Iowa, for each timely completed Phase of the Minimum Improvement, the partial property tax exemption shall be according to the following schedule for each Phase of the Minimum Improvements:

- (a) For the first assessment year after the particular Phase of Minimum Improvements are fully assessed – 75% exemption of the actual value added.
- (b) For the second assessment year after the particular Phase of Minimum Improvements are fully assessed – 60% exemption of the actual value added.
- (c) For the third assessment year after the particular Phase of Minimum Improvements are fully assessed – 45% exemption of the actual value added.
- (d) For the fourth assessment year after the particular Phase of Minimum Improvements are fully assessed – 30% exemption of the actual value added.
- (e) For the fifth assessment year after the particular Phase of Minimum Improvements are fully assessed – 15% exemption of the actual value added.

Section 8.16. Survival. All terms of this Article VIII shall survive the Closing.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Development Property on and after the Closing, resulting from or caused by any negligent act or omission or other fault on the part of Developer or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity

whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.

- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

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

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property on or prior to the last date therefore;
- (f) Failure by the Developer or the City until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (i) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (j) Any representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not

provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice in the exercise of its reasonable judgement, that the party in default will cure the default and continue performance under this Agreement;
- (b) In the event the alleged default relates to the Developer's failure to construct any Phase of the Minimum Improvements as required hereunder, the party who is not in default may withhold the Certificate of Completion for such Phase of the Minimum Improvements;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, to the extent allowed pursuant to and only in compliance with all applicable laws relating to the same, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement, but subject to the terms of subsections 10.2(d) and 10.2(e) below.
- (d) Notwithstanding anything to the contrary in this Agreement, in the event the Developer fails to timely complete construction of the Phase I Minimum Improvements for reasons other than Unavoidable Delays or City default hereunder, the Developer may elect or the City may require for such failure (by written notice given to the other party no later than thirty (30) days after the deadline for completion) that Developer reconvey the Development Property to the City. Notwithstanding the foregoing, upon receipt or giving of such notice, Developer shall have six (6) months to raze any portion of the Phase I Minimum Improvements or (in the event of a notice pursuant to this subsection that was given by the City) twelve (12) months in which to complete the Phase I Minimum Improvements. Within ten (10) days after Developer has razed such Phase I Minimum Improvements, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. If Developer elects to complete such Phase I Minimum Improvements within the 12-month period, it shall retain title to the improved Development Property, subject to compliance with all obligations hereunder, unless it fails to timely complete the Phase I Minimum Improvements during such 12-month period, in which case it shall immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the reasonable

satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance which have not been paid for. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is conveyed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the time periods provided herein, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgement for monetary damages to compensate the City for the Developer's default, plus reasonable attorneys' fees and expenses as provided in Section 10.5. Notwithstanding anything to the contrary in this Agreement, the parties agree that the City's remedies for Developer's failure to complete the Phase I Minimum Improvements within the time periods required in this Agreement are limited to the remedies provided for in this subsection (d), with the right to pursue remedies under subsection (c) only as expressly provided for in this subsection (d). However, to avoid any confusion regarding the parties' intent, the limitations on remedy stated in this subsection (d) do not apply to any uncured Event of Default other than failure to timely complete construction of Phase I Minimum Improvements.

- (e) Notwithstanding anything to the contrary in this Agreement, in the event the Developer fails to timely complete construction of the Phase II Minimum Improvements or the Phase III Minimum Improvements by the time periods specified in Article III for reasons other than Unavoidable Delays or City default hereunder, then the City shall be entitled to recover, and Developer shall be obligated to pay to the City, an amount equal to \$152,100.40 for failure to timely complete construction of the Phase II Minimum Improvements and \$182,520.48 for failure to timely complete construction of the Phase III Minimum Improvements. Developer acknowledges and agrees that these values represent the fair market value of that portion of the Development Property upon which the respective Phase of Minimum Improvements was to

be constructed. Such payment shall be due and owing within thirty (30) days of written demand from the City, which written demand shall not be made sooner than the Phase III Minimum Improvements Completion Date. Notwithstanding anything to the contrary above, should Developer timely complete construction of the Phase II Minimum Improvements (but not Phase III Minimum Improvements) by the Phase III Minimum Improvements Completion Date, then the amount stated herein that would be owed by Developer to the City for failure to timely complete construction of the Phase II Minimum Improvements will not be owed, but the amount stated herein for failure to timely complete construction of the Phase III Minimum Improvements will be owed. In that case, however, Partial Property Tax Exemptions as set forth in Section 8.15 will not be provided with respect to Phase II Minimum Improvements or Phase III Minimum Improvements as neither Phase would have been completed by the applicable deadline in Section 3.4. In the event the Developer fails to comply with the terms and conditions of this subsection (e) within the thirty (30) day Event of Default cure period described in Section 10.2 of this Article, then the City may, without limitation, proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5. Notwithstanding anything to the contrary in this Agreement, the parties agree that the City's remedies for Developer's failure to complete the Phase II Minimum Improvements or the Phase III Minimum Improvements within the time periods required in this Agreement are limited to the remedies provided for in this subsection (e), with the right to pursue remedies under subsection (c) only as expressly provided for in this subsection (e). However, to avoid any confusion regarding the parties' intent, the limitations on remedy stated in this subsection (e) do not apply to any uncured Event of Default other than failure to timely complete construction of Phase II Minimum Improvements or Phase III Minimum Improvements.

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

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such

waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be sufficiently given or delivered if sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, at the following addresses:

DEVELOPER: Christopher J. Rice
 Authorized Representative
 Blackhawk Properties, LLC
 P.O. Box 128
 Sauk Rapids, MN 56379

With a copy to: Rinke Noonan, Ltd.
 Attn: Scott G. Hamak, Esq.
 1015 West St. Germain Street, Suite 300
 St. Cloud, MN 56302

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

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall run with the title to the Development Property and shall be binding upon and inure to the benefit of the Developer as the owner of the Development

Property and its respective successors, successors in title and assigns. For the avoidance of doubt, Developer's obligations hereunder shall be binding upon Developer only with respect to the period of time that Developer is the owner of the Development Property; and by accepting title to the Development Property, Developer's successor in title with respect to the Development Property shall be conclusively deemed to have agreed to be responsible for the performance of each and every one of the terms, conditions and covenants on the part of Developer to be performed under this Agreement with respect to the period of time that such successor in interest is the owner of the Development Property.

Section 11.9. Termination Date of Minimum Assessment Agreement. Unless terminated earlier by the other terms of this Agreement, this Agreement shall terminate and be of no further force or effect on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the substantial form of which is attached hereto as Exhibit D.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording. Upon termination of this Agreement and following Developer's request, the City will execute and deliver a termination of the Memorandum of Agreement in a form reasonably requested by the Developer.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 11.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force

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

Section 11.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 11.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

[signature pages to follow]

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the _____ day of _____, 2024, by Daniel Laudick as Mayor, and Kim Kerr as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

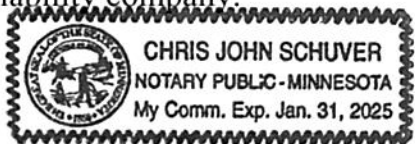
DEVELOPER

Blackhawk Properties, LLC,
A Minnesota limited liability company

By: Chris J. Rice
Christopher J. Rice, CEO

STATE OF MINNESOTA, COUNTY OF Benton, ss.

This record was acknowledged before me on the 26th day of February, 2024, by Christopher J. Rice, the CEO of Blackhawk Properties, LLC, a Minnesota limited liability company.



Chris John Schuver
Notary Public in and for the State of Minnesota

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 11, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 7.57 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the Phase I Minimum Improvements, the Phase II Minimum Improvements and the Phase III Minimum Improvements, as applicable, which all three Phases would total at least 78,000 square feet of space, all as set forth in the Construction Plans approved by the City in compliance with the terms of the Development Agreement. Phase I Minimum Improvements shall include construction of an industrial use warehouse and office facility totaling at least 29,222 square feet of finished space, together with all related site improvements described in the Construction Plans; Phase II Minimum Improvements would include the construction of an industrial use warehouse and office facility expansion totaling at least 24,560 square feet of finished space, together with all related site improvements described in the Construction Plans; and Phase III Minimum Improvements would include the construction of an additional industrial use warehouse and office facility expansion totaling at least 24,560 square feet of finished space, together with all related site improvements described in the Construction Plans.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Phase</u>	<u>Activity to be Completed</u>	<u>Completion Date</u>
I	Issuance of Building Permit	August 1, 2024
I	Substantial Completion	July 31, 2025
I	Issuance of Occupancy Permit	August 30, 2025
II	Issuance of Building Permit	August 1, 2027

II	Substantial Completion	July 31, 2028
II	Issuance of Occupancy Permit	August 30, 2028
III	Issuance of Building Permit	August 1, 2029
III	Substantial Completion	July 31, 2030
III	Issuance of Occupancy Permit	August 30, 2030

EXHIBIT C

CERTIFICATE OF COMPLETION FOR PHASE _____

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and Blackhawk Properties, LLC (hereinafter called the "Developer"), a Minnesota limited liability company having its principal place of business at P.O. Box 128, Sauk Rapids, MN 56379; did on or about the _____ day of _____, _____, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 11, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 7.57 acres more or less)

(the "Development Property"); and

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

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Phase ____ Minimum Improvements in a manner deemed by the City to be in conformance with the approved Construction Plans to permit the execution and recording of this certification.

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

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

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 20____, by Daniel Laudick as Mayor, and Kim Kerr as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2024, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and BLACKHAWK PROPERTIES, LLC, a Minnesota limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of _____, 2024 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 11, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 7.57 acres more or less)

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to the Agreement Developer will undertake the construction of Minimum Improvements, including the Phase I Minimum Improvements, Phase II Minimum Improvements, and Phase III Minimum Improvements (as described in the Agreement), on the Development Property, as provided in the Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and the Developer desire to establish a minimum actual taxable value for the buildings on the Development Property following completion of each Phase of the Minimum Improvements by Developer pursuant to the Agreement; and

WHEREAS, the City and the Black Hawk County Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

- 1. Upon substantial completion of construction of the Phase I Minimum Improvements, but in no event later than January 1, 2026, the Minimum Actual Value fixed for assessment purposes for the Phase I Minimum Improvements constructed on the

Development Property and the land that together comprise the Development Property (building, improvements, and land value) in the aggregate shall be not less than Two Million Nine Hundred Forty-three Thousand Seven Hundred Sixty Dollars (\$2,943,760), before commercial rollback. If the Phase II Minimum Improvements are constructed, upon substantial completion of construction of the Phase II Minimum Improvements, the Minimum Actual Value fixed for assessment purposes for the Phase I and Phase II Minimum Improvements constructed on the Development Property and the land that together comprise the Development Property (building, improvements, and land value) in the aggregate shall be not less than Four Million Nine Hundred Eight Thousand Five Hundred Sixty Dollars (\$4,908,560), before commercial rollback. If the Phase III Minimum Improvements are constructed, upon substantial completion of construction of the Phase III Minimum Improvements, the Minimum Actual Value fixed for assessment purposes for all of the Minimum Improvements constructed on the Development Property and the land that together comprise the Development Property (building, improvements, and land value) in the aggregate shall be not less than Six Million Eight Hundred Seventy-three Thousand Three Hundred Sixty Dollars (\$6,873,360), before commercial rollback.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 7.57 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2038 ("Assessment Termination Date"). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The City shall pay the cost of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2024, by Daniel Laudick as Mayor, and Kim Kerr as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

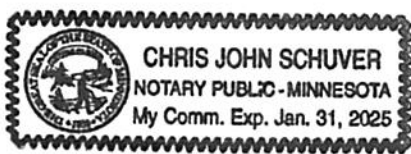
DEVELOPER:

Blackhawk Properties, LLC
A Minnesota limited liability company

By: Christopher J. Rice
Christopher J. Rice, CEO

STATE OF MINNESOTA, COUNTY OF Benton, ss:

This instrument was acknowledged before me on the 26th day of February, 2024, by Christopher J. Rice, the CEO of Blackhawk Properties, LLC, a Minnesota limited liability company.



Chris John Schuver
Notary Public in and for the State of Minnesota

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 7.57 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, shall be as follows: (i) Upon substantial completion of construction of the Phase I Minimum Improvements, but in no event later than January 1, 2026, the Minimum Actual Value fixed for assessment purposes for the Phase I Minimum Improvements constructed on the Development Property and the land that together comprise the Development Property (building, improvements, and land value) in the aggregate shall be not less than Two Million Nine Hundred Forty-three Thousand Seven Hundred Sixty Dollars (\$2,943,760), before commercial rollback; (ii) Upon substantial completion of construction of the Phase II Minimum Improvements, the Minimum Actual Value fixed for assessment purposes for the Phase I and Phase II Minimum Improvements constructed on the Development Property and the land that together comprise the Development Property (building, improvements, and land value) in the aggregate shall be not less than Four Million Nine Hundred Eight Thousand Five Hundred Sixty Dollars (\$4,908,560), before commercial rollback; and (iii) Upon substantial completion of construction of the Phase III Minimum Improvements, the Minimum Actual Value fixed for assessment purposes for all of the Minimum Improvements constructed on the Development Property and the land that together comprise the Development Property (building, improvements, and land value) in the aggregate shall be not less than Six Million Eight Hundred Seventy-three Thousand Three Hundred Sixty Dollars (\$6,873,360), before commercial rollback, all until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

[signature page to follow]

County Assessor for Black Hawk County, Iowa

Date

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

Subscribed and sworn to before me by T.J. Koenigsfeld, County Assessor for Black Hawk County, Iowa.

Notary Public in and for the State of Iowa

Date

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$6,873,360.

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding.



February 26, 2024

City of Cedar Falls
Attn: City Clerk
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Blackhawk Properties, LLC, a Minnesota limited liability company

City of Cedar Falls, Iowa:

As counsel for Blackhawk Properties, LLC (the "Developer"), and in connection with the execution and delivery of a certain Agreement for Private Development (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of February 26, 2024, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Minnesota and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been duly and validly authorized by action of the members, have been executed and delivered by the chief manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or, to our knowledge after inquiry to the Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

RINKE NOONAN, LTD.

By: Scott Hamak
 Scott G. Hamak, Esq.
 1015 West St. Germain Street, Suite 300
 St. Cloud, MN 56302

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and Blackhawk Properties, LLC (hereinafter called the "Developer"), a Minnesota limited liability company having its principal place of business at P.O. Box 128, Sauk Rapids, MN 56379, did on or about the ____ day of _____, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to acquire and develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lot 11, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 7.57 acres more or less)

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the ___ day of _____, 2024, and terminates on the 31st day of December, 2038, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2023.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2024, by Daniel Laudick as Mayor, and Kim Kerr as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

DEVELOPER:

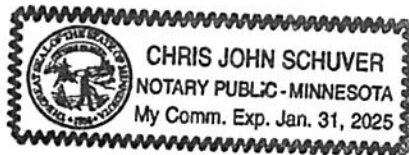
Blackhawk Properties, LLC
A Minnesota limited liability company.

By: 
Christopher J. Rice, CEO

STATE OF MINNESOTA, COUNTY OF Benton, ss:

This record was acknowledged before me on the 26th day of February, 2024,
by Christopher J. Rice, the CEO of Blackhawk Properties, LLC, a Minnesota limited
liability company.


Notary Public in and for the State of Minnesota



**DEED WITHOUT WARRANTY
Recorder's Cover Sheet**

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

Taxpayer Information: Blackhawk Properties, LLC, P.O. Box 128, Sauk Rapids, MN 56379

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

Grantors: City of Cedar Falls, Iowa

Grantees: Blackhawk Properties, LLC

Legal Description: See Page 2

DEED WITHOUT WARRANTY

For the consideration of One Dollar (\$1.00) and other valuable consideration, the City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa ("Grantor"), does hereby convey to Blackhawk Properties, LLC, a Minnesota limited liability company ("Grantee"), the following described real estate in Black Hawk County, Iowa:

This transfer is exempt according to Iowa Code § 428A.2(6).

Lot 11, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, and further subject to restrictive covenants, ordinances and limited access provisions of record, if any, and to existing easements of record.

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

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

Dated: _____.

GRANTOR:

By: _____
Daniel Laudick, Mayor

By: _____
Kim Kerr, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK:

This record was acknowledged before me on the _____ day of _____, 2024, by Daniel Laudick, as Mayor, and Kim Kerr, as City Clerk, of the City of Cedar Falls, Iowa.

NOTARY PUBLIC IN AND FOR IOWA

My Commission Expires: _____

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND BLACKHAWK PROPERTIES, LLC, AND APPROVING AND AUTHORIZING EXECUTION OF A DEED WITHOUT WARRANTY CONVEYING TITLE TO CERTAIN REAL ESTATE TO BLACKHAWK PROPERTIES, LLC.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,279 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from Blackhawk Properties, LLC. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, a copy of which Agreement is attached hereto and incorporated by this reference, pursuant to which Agreement, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Industrial Use Warehouse Facility totaling at least 78,000 square feet of space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lot 11, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 7.57 acres more or less); and

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

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the Minimum Improvements and the Development Property would be established at an amount not less than \$6,873,360 for a period through December 31, 2038; and

WHEREAS, the Council hereby finds and determines 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 Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

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

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial

building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3); and

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

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

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

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a deed conveying title to the Development Property to the Developer consistent with the terms and conditions of the Agreement.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this _____ day of _____, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:) SS:

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

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

Kim Kerr, CMC
City Clerk of Cedar Falls, Iowa

**DEED WITHOUT WARRANTY
Recorder's Cover Sheet**

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

Taxpayer Information: Blackhawk Properties, LLC, P.O. Box 128, Sauk Rapids, MN 56379

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

Grantors: City of Cedar Falls, Iowa

Grantees: Blackhawk Properties, LLC

Legal Description: See Page 2

DEED WITHOUT WARRANTY

For the consideration of One Dollar (\$1.00) and other valuable consideration, the City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa ("Grantor"), does hereby convey to Blackhawk Properties, LLC, a Minnesota limited liability company ("Grantee"), the following described real estate in Black Hawk County, Iowa:

This transfer is exempt according to Iowa Code § 428A.2(6).

Lot 11, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, and further subject to restrictive covenants, ordinances and limited access provisions of record, if any, and to existing easements of record.

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

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

Dated: _____.

GRANTOR:

By: _____
Daniel Laudick, Mayor

By: _____
Kim Kerr, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK:

This record was acknowledged before me on the ____ day of _____, 2024, by Daniel Laudick, as Mayor, and Kim Kerr, as City Clerk, of the City of Cedar Falls, Iowa.

NOTARY PUBLIC IN AND FOR IOWA

My Commission Expires: _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Thom Weintraut, AICP, Planner III

DATE: March 18, 2024

SUBJECT: Adoption of new Flood Insurance Rate Maps (FIRMs) and Text Amendments to Sections 26-2, 26-30, 26-31, 26-32, 26-33, 26-119, 26-176, 26-177, and 26.178 as part of the adoption of the new FIRMs (TA24-001)

On November 8, 2023, the Federal Emergency Management Agency (FEMA) issued a letter of final determination setting an effective date of May 8, 2024, for the revised Flood Insurance Rate Maps (FIRMs) for the City of Cedar Falls. In order to continue participation in the National Flood Insurance Program, the City is required to update the Zoning Code to meet FEMA requirements before the adoption date of the maps.

Background

In 2010, the Iowa Department of Natural Resources began obtaining new LIDAR (3D laser scanning) data. The Black Hawk County stream reaches were delineated on top of the LIDAR images as a basis for updates to the Flood Insurance Rate Maps for Black Hawk County. Flood Insurance Maps updates are usually performed as better data becomes available; these new maps will replace maps which were last updated in 2011. In March and May 2019, the Iowa Department of Natural Resources (DNR) and FEMA hosted an open house to present preliminary Flood Insurance Rate Maps (FIRMs) to the residents of Cedar Falls and Black Hawk County. In February 2020, the City filed an appeal for the University Branch of Dry Run Creek based on a study completed by Snyder and Associates and new data collected for the bridge constructed as part of the Greenhill Road extension. The appeal was granted, and it resulted in the removal of 18 properties from the floodplain in the area between Main and Campus Streets.

In August 2020 property owners east of Main Street between Orchard Drive and Greenhill Road were notified by DNR that there was a mapping error to the floodplain which affected 69 properties in the area. To correct this error, new preliminary maps were released in January 2021, for a comment period that extended the review and required a new appeal process through September 2021. A letter of final determination (LFD) was issued with the intent for the new maps to go into effect in October 2022; however, there were additional mapping errors identified on three (3) FIRM Panels and an excluded flood profile, data used to create the maps, for a tributary to Dry Run Creek. These errors reset the process for another review and appeal pushing out the adoption date to December 1, 2023.

Due to an error by FEMA in the publication date of the LFD, the final adoption date of the maps was pushed out to May 8, 2024.

Analysis

In a comparison of our current FIRMs with the revised FIRMs, 195 new parcels were added to the Special Flood Hazard Area (SFHA); however, 64 parcels currently shown in the SFHA have been removed, thereby showing a net increase of 131 parcels in the SFHA. These numbers do not include any State or City owned properties.

Attached is a document with the FEMA required changes to each section of the Zoning Code showing the additional language in red and the deleted language struck-out and in red. Below is a summary of the changes to each section of the code.

In **Sec. 26-2 General Floodplain Definitions**, there are several changes to definitions which provide additional language and clarifications to the current definitions; *Flood, Flood Insurance Study, Floodway, Lowest Floor, Substantial Damage, and Substantial Improvement*.

Other changes involve the addition of definitions commonly included in the National Flood Insurance Program; *Enclosed Area Below Lowest Floor, Factory Built Home and Home Park, Five Hundred Year Flood, Historic Structure, Maximum Damage Potential, Recreational Vehicle, Variance, and Violation*. A few of these terms are defined in other sections of the zoning code, such as *Historic Structure, Recreation Vehicle, Variance, and Violation*; however, at FEMA direction, these specific definitions as they apply to floodplain regulations should also be included with the floodplain definitions, as they may be different in this context.

Changes to **Sec. 26-30, Floodplain Development Permit**, include adding a requirement when requesting a floodplain development permit to include the location and dimensions of all structures and additions. This is currently required by staff as part of the application process, so the addition will codify our current practice. Other minor changes include replacing the term “building(s)” with “structure(s)” and replacing the term “uses” with “development.”

Changes to **Sec. 26-31, Variance and Special Exception Permits and 26-32, Development Requiring Approval by the State Department of Natural Resources** are the replacement of the terms “building(s)” and “uses” with the terms “structure(s)” and “development,” as noted above.

Sec. 26-33, Duties of Zoning Administrator Relative to Development in Flood Hazard Areas, added three additional duties to the zoning administrator, or designee; these include maintaining the accuracy of the community’s FIRMs, performing site inspections, and forwarding all variance requests to the Board of Adjustment. These are duties currently being performed by the designated staff.

Changes to **Sec. 26-35, Flood Insurance Rate Map (FIRM)**, are updates to reflect the new FIRM panels that are to be adopted.

The changes to **Sec. 26-119, Establishment of Floodplain Districts**, are the addition of the definition for the Floodway Overlay District, the Floodway Fringe Overlay District, and the General Floodplain District.

The changes to **Sec. 26-176, F-W Floodway Overlay District**, are minor and include the replacement of the terms “building(s)” and “uses” with “structure(s)” and “development” and adding recreational vehicles to a list of items that if permitted shall meet the applicable performance standards of the floodway fringe district.

Changes to **Sec. 26-177, F-F Floodway Fringe Overlay District**, include the replacement of the building and use terminology. In addition, the list of required flood protection for equipment and utilities, subsection 7(c) has been divided into two sections, one paragraph for equipment and another paragraph for utilities. Subsection 8(d) added additional requirements for filling under an elevated structure and clarifies the requirement regarding the minimum elevation and to extend placement of any fill. There is additional language added to subsection (11) regarding requirements for subdivisions, adding public utilities to the standards of the ordinance and requiring proposals for subdivisions greater than five (5) acres or fifty (50) lots to include flood elevation data for those areas located within the Floodway Fringe Overlay District. The City currently requires this information during the subdivision process, but it is not spelled out in the Floodway Fringe Overlay District. There is also correction for a code subsection reference, the correct reference is subsection (e)(7)(a)(1) through (4). And finally, a new subsection (19) has been added providing detail for the requirements of flood protection for new, substantially improved, or substantially damaged buildings.

The only change to **Sec. 26-178, General Floodplain Overlay District**, is the replacement of the term “use(s)” with the term “development.”

PLANNING & ZONING COMMISSION RECOMMENDATION:

At their meeting on February 28, 2024, on a vote of 7-0, the Planning and Zoning Commission recommended approval of the zoning code text amendment.

Minutes from the meeting are attached below.

PLANNING & ZONING COMMISSION

Introduction & Discussion 2/28/2024 Acting Chair Hartley introduced the item and Planner Weintraut provided background information. He explained that most of the amendments are just clarifications or additional definitions that need to be updated to current FEMA standards. There are approximately eight sections that will need to be updated prior to the effective date of the new floodplain maps on May 8, 2024. Weintraut discussed the background of the map updating process that started in 2019. He noted that the DNR reviewed the City’s ordinance and recommended changes to bring the City’s ordinance into compliance with FEMA requirements. He went on to discuss each proposed text amendment.

Sorensen inquired whether the Commission needed to review and approve the new floodplain maps. Howard clarified that FEMA adopts the maps and then requires local jurisdictions to acknowledge the new maps and make any necessary amendments to floodplain ordinances prior to the effective date of the new maps, which is May 8, 2024. Leeper made a motion to approve the item. Henderson seconded the motion. The motion was approved unanimously with 7 ayes (Alberhasky, Hartley, Henderson, Johnson, Leeper, Sorensen and Stalnaker), and 0 nays.

Sec. 26-2. Definitions.

(2) General floodplain definitions.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (See 100-year (one percent) flood). This is the regulatory standard also referred to as the ~~"100-year flood."~~ 100 year flood. The base flood is the national standard used by the National Flood Insurance Program (NFIP) and all federal agencies for the purpose of requiring the purchase of flood insurance and regulating new development. Base flood elevations (BFEs) are typically shown on the flood insurance rate maps (FIRMs).

Basement means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Any basement situated with less than one-half of its height below grade shall be counted as a story for the purpose of height regulations. A basement having more than one-half of its height below grade is not included in computing the number of stories for the purpose of height measurement. Also see ~~"Lowest floor."~~ Lowest Floor.

Development means any manmade change to improved or unimproved real estate, including, but not limited to constructing or installing buildings or other structures, mining, dredging, filling, clearing, grading, paving, excavation, drilling operations or storage of equipment or materials. Development does not include minor projects or routine maintenance of existing buildings and facilities as defined in this section. It also does not include gardening, plowing, or similar practices that do not involve filling or grading.

Enclosed area below lowest floor means the floor of the lowest enclosed area in a building when all the following criteria are met:

- (1) The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Sec. 26-177(e)(7)(a).1 through 4, and
- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
- (3) Machinery and service facilities (e.g., hot water heater, HVAC, electrical service, and all components thereof) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
- (4) The enclosed area is not a basement as defined in this section.

Factory-built home means any structure designed for residential use which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this section, a factory-built home includes a mobile home, manufactured home, and modular homes; and also includes recreational vehicles which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

Existing construction is any structure for which the ~~"start of construction"~~ start of construction commenced before the effective date of the first floodplain management regulations adopted by the community. May also be referred to as ~~"existing structure."~~ existing structure.

Factory-built home park or subdivision means a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

Five hundred year flood (500-year flood) means a flood, the magnitude of which has a two-tenths percent chance of being equaled or exceeded in any given year or which the magnitude, on average, will be equaled or exceeded at least once every five hundred years.

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source, a temporary rise in the channel flow or stage, resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source, that results in water overflowing and inundating normally dry lands adjacent to the channel.

Flood elevation means the elevation flood-waters would reach at a particular site during the occurrence of a specific flood. For instance, the ~~"100-year flood"~~ 100-year flood or the ~~"100-year (one percent) flood"~~ 100-year

(one percent) is that flood, the magnitude of which has a one percent (one percent) chance of being equaled or exceeded in any given year. The ~~"500-year flood"~~ 500-year flood or the ~~"500-year (0.2 percent) flood"~~ 500-year (0.2 percent) flood is that flood, the magnitude of which has a two-tenths of one percent (0.2 percent) chance of being equaled or exceeded in any given year.

Flood insurance study means a report published by the Federal Emergency Management Agency (FEMA) issued along with a community's Flood Insurance Rate Maps. The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRMs, an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Floodproofing means a combination of structural and non-structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures or properties, and including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge floodwaters or flood flows associated with the regulatory flood, so that confinement of flood flows to the floodway area will not result in substantially higher flood levels and flow velocities cumulatively increase the water surface elevation of the base flood by more than one foot.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing in the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- (4) Individually listed on a local inventory of historic places in The City of Cedar Falls that have been certified by either i) an approved state program as determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

Lowest floor means the floor of the lowest enclosed area in a building, including a basement, except when all the following criteria are met: the criteria listed in the definition of "enclosed area below lowest floor" enclosed area below lowest floor are met.

Maximum damage potential development means hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.

New construction (new buildings, new mobile factory-built homes or parks) means those structures or development for which the start of construction commenced on or after February 1, 1985.

Recreational vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less in size when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory flood means a flood, the magnitude of which has a two-tenths (0.2 percent) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the "500-year flood" 500-year flood and the "500-year (0.2 percent) flood." 500-year (0.2 percent) flood.

Routine maintenance of existing buildings and facilities means repairs necessary to keep a structure in a safe and habitable condition. Such routine maintenance and repair activities include:

- (1) Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
- (2) Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
- (3) Basement sealing;
- (4) Repairing or replacing damaged or broken window panes;
- (5) Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.
- (6) Other routine maintenance and repair activities that do not trigger a building permit.

Special flood hazard area (SFHA) is the land within a community the City of Cedar Falls subject to the regulatory base flood. This land is identified on the community's the City of Cedar Falls' flood insurance rate maps as Zone A, A1—30, AE, AH, AO, AR, A99, X-Shaded and X-Unshaded.

Structure means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks, grain storage facilities and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the fair market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the cost of restoration.

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

- (1) Any repair, reconstruction, rehabilitation, addition or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the fair market value, before the start of construction of the improvement. This term included structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
 - a- before the start of construction of the improvement, or. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
 - b. if the structure has been substantially damaged and is being restored, before the damage occurred.
 - a- Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b- Any alteration to an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (2) Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after February 1, 1985, the effective date of the first floodplain management regulations adopted by the City of Cedar Falls, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.
 - a.— Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - c.— Any alteration to an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure. —

The term does not, however, include any improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an *historic structure*, provided the alteration will not preclude the structure's designation as an *historic structure*.

Variance means a grant of relief by the City of Cedar Falls from the terms of the floodplain management regulations.

Violation means the failure of a structure or other development to be fully compliant with the City of Cedar Falls' floodplain management regulations.

Sec. 26-30. Floodplain development permit.

- (a) A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
- (3) Location and dimensions of all structures and additions.
- (6) The elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of ~~buildings~~ structures or of the level to which a ~~building~~ structure is to be floodproofed.
- (7) For ~~buildings~~ structures being improved or rebuilt, the estimated cost of improvements and fair market value of the ~~building~~ structure prior to the improvements.
- (c) All ~~uses~~ development or structures in the floodway, floodway fringe and general floodplain districts requiring special exception permits shall be allowed only upon application to the zoning administrator with issuance of the special exception permit by the board of adjustment. Petitioners shall include information ordinarily submitted with applications, as well as any additional information deemed necessary by the board of adjustment. Where required, approval of the state department of natural resources shall precede issuance of the special exception permit by the board of adjustment.

Sec. 26-31. Variances and special exception permits.

- (a) The board of adjustment may authorize, upon request, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:
- (4) In cases where the variance involves a lower level of flood protection for ~~buildings~~ structures than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:

Sec. 26-32. Development requiring approval by state department of natural resources.

For ~~those uses~~ development requiring state department of natural resources approval, such approval shall be obtained in writing and provided to the board of adjustment prior to issuance of a special exception permit.

Sec. 26-33. Duties of zoning administrator relative to development in flood hazard areas.

It shall be the responsibility of the zoning administrator or their ~~his~~ official designee to:

- (10) Maintain the accuracy of Cedar Falls' Flood Insurance Rate Maps when:
- a. Development placed within the Floodway (Overlay) District results in any of the following:

- (i) An increase in the Base Flood Elevations, or
 - (ii) Alteration to the floodway boundary
 - b. Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
 - c. Development relocates or alters the channel.
- Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.
- (11) Perform site inspections to ensure compliance with the standards of this section.
 - (12) Forward all requests for variances to the Board of Adjustment for consideration and ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary.

Sec. 26-35. Flood insurance rate map (FIRM).

The flood insurance rate map (FIRM) for ~~the county~~ Black Hawk County and incorporated areas, City of Cedar Falls and the city, panels 19013C0145F 19013C0145G, 0153F 19013C0153G, 0154F 19013C0154G, 0158F 19013C0158G, 0161F 19013C0161G, 0162F 19013C0162G, 0163F 19013C0163G, 0164F 19013C0164G, 0166F 19013C0166G, 0168F 19013C0168G, 19013C0260G, 0276F 19013C0276G, 0277F 19013C0277G, 0278F 19013C0278G, 0279F 19013C0279G, 0281F 19013C0281G, 0282F 19013C0282G, and 0283F 19013C0283G, effective dated ~~July 18, 2011~~ May 8, 2024, which were prepared as part of the flood insurance study for ~~the county~~ Black Hawk County, are hereby adopted by reference and declared to be the official floodplain zoning map. The flood profiles and all explanatory material contained within the flood insurance study are also declared to be a part of this chapter.

Sec. 26-119. Establishment of floodplain districts.

- (c) *Classes of districts.* In order to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specific uses, to regulate and limit the height and bulk of buildings erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings within established floodprone areas, the city is hereby divided into three classes of floodplain districts. The use, height and area regulations are uniform in each class of district, and the districts shall be ~~known as the F-W floodway district, the F-F floodway fringe district and the F-P general floodplain district.~~ divided into the following:
 - (1) Floodway (Overlay) District (F-W) - those areas identified as Floodway on the Official Floodplain Zoning Map;
 - (2) Floodway Fringe (Overlay) District (F-F) - those areas identified as Zone AE and the adjoining shaded Zone X on the Official Floodplain Zoning Map but excluding those areas identified as Floodway; and;
 - (3) General Floodplain (Overlay) District (F-P) - those areas identified as Zone A and the adjoining shaded Zone X on the Official Floodplain Zoning Map.

Sec. 26-176. F-W Floodway Overlay District.

- (c) *Performance standards.* All floodway district ~~uses development allowed as a principal permitted or conditional use~~ shall meet the following standards:
 - (1) No ~~use development~~ shall be permitted in the floodway district that would result in any increase in the 100-year (one percent) flood level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

- (2) All uses development within the floodway district shall:
 - a. Be consistent with the need to limit flood damage.
 - b. Use construction methods and practices that will limit flood damage.
 - c. Use construction materials and utility equipment that are resistant to flood damage.
- (3) No use development shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch or any other drainage facility or system.
- (4) Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe district and shall be constructed or aligned to present the minimum possible resistance to flood flows.
- (8) Buildings Structures, if permitted, shall have a low flood damage potential and shall not be utilized for human habitation.

Sec. 26-177. F-F Floodway Fringe Overlay District.

- (e) Performance standards. All uses development must be consistent with the need to limit flood damage to the maximum extent practicable, and shall meet the following applicable performance standards:
 - (4) All structures development shall be:
 - a. Designed and A-a adequately anchored to prevent flotation, collapse, or lateral movement of the structure.
 - (7) ~~c. Any new, substantially improved or substantially damaged structure that is being established or reconstructed must be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and located so as to prevent water from entering or accumulating within the components during conditions of flooding. All such facilities including heating, cooling and ventilating systems or ducts shall be located or installed at least one foot above the 500-year (0.2 percent) flood level.~~
 - c. Any new, substantially improved or substantially damaged structure that is being established or reconstructed shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of one foot above the 500-year (0.2 percent) flood level.
 - d. Any new, substantially improved or substantially damaged structure that is being established or reconstructed shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of one foot above the 500-year (0.2 percent) flood level or designed to be watertight and withstand inundation to such a level.
 - (8) Filling in the floodway fringe.
 - d. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway access to the structure. In no case shall the maximum lot area of the property filled exceed 33.33 percent of the total area of the lot. ~~, and shall extend at least 18 feet from the outer foundation of the structure. Construction shall be upon compacted fill, which shall, at all points, be no lower than 1.0 ft. above the 500-year (0.2%) flood elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon.~~
 - (11) Subdivisions, including factory-built home parks and subdivisions, shall meet the following requirements. Subdivisions shall be consistent with the need to limit flood damage to the maximum practicable extent, and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals, including the installation of public utilities, shall meet the

applicable performance standards of this section. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that is above the 500-year (0.2 percent) flood level. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include 500-year (0.2%) flood elevation data for those areas located within the Floodway Fringe (Overlay) District.

- (15) No use development shall affect the capacity or conveyance of the channel or any tributary to the main stream, drainage ditch or other drainage facility or system.
- (16) Detached garages, storage sheds, appurtenant structure and other similar detached accessory structures that are incidental to a residential use shall be allowed in the floodway fringe district with no minimum elevation requirement provided that all the following criteria are satisfied. Exemption from the elevation requirement for such structures may result in increased premium rates for flood insurance coverage of the structure and its contents:
- d. The structures will comply with minimum required permanent openings as specified in subsections (e)(7)(d)(4)a.1. through 4.
- (19) Any new, substantially improved or substantially damaged maximum damage potential development, that is to be established or reconstructed as authorized in this chapter shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 500-year (0.2%) annual chance flood; and that the structure, below the 500-year (0.2%) annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the zoning administrator. Where 500-year (0.2%) chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant shall be responsible for submitting an application to the Department of Natural Resources with sufficient technical information to make such determinations.

Sec. 26-178. F-P General Floodplain Overlay District.

- (b) *Conditional uses.* Any development use which involves placement of structures, factory-built homes, fill or other obstructions, the storage of materials or equipment, excavation or alteration of a watercourse may be allowed only upon issuance of a special exception permit by the board of adjustment. All such uses development shall be reviewed by the state department of natural resources to determine:

Prepared by: Thomas Weintraut, Planner III, City of Cedar Falls. 220 Clay Street,
Cedar Falls, Iowa 50613 (319) 268-5184

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, ARTICLE I, IN GENERAL, SUBSECTION 26-2(2), GENERAL FLOODPLAIN DEFINITIONS; ARTICLE II, ADMINISTRATION AND ENFORCEMENT, DIVISION 1, GENERALLY, SEC. 26-30, FLOODPLAIN DEVELOPMENT PERMIT, SEC. 26-31, VARIANCES AND SPECIAL EXCEPTION PERMITS; SEC. 26-32, DEVELOPMENT REQUIRING APPROVAL BY THE STATE DEPARTMENT OF NATURAL RESOURCES, SEC. 26-33, DUTIES OF ZONING ADMINISTRATOR RELATIVE TO DEVELOPMENT IN FLOOD HAZARD AREAS, SEC. 26-35, FLOOD INSURANCE RATE MAP (FIRM); ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, DIVISION 1, GENERALLY, SEC. 26-119, ESTABLISHMENT OF FLOODPLAIN DISTRICTS; ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, DIVISION 2, SPECIFIC DISTRICTS, SEC. 26-176, FLOODWAY OVERLAY DISTRICT, SEC. 26-177, FLOODWAY FRINGE OVERLAY DISTRICT, SEC 26-178, GENERAL FLOODPLAIN OVERLAY DISTRICT.

WHEREAS, on January 14, 1985, the City Council of the City of Cedar Falls adopted Ordinance No. 1764, amending the Zoning Code to adopt floodplain regulations and Flood Insurance Rate Maps in order to participate in the National Flood Insurance Program: and,

WHEREAS, on July 11, 2011, the City Council of Cedar Falls adopted Ordinance No. 2750, amending the Zoning Code to adopt new Flood Insurance Rate Maps as part of the City’s continued participation in the National Flood Insurance Program; and,

WHEREAS, on November 8, 2023, the City received a letter from FEMA advising a new set of Flood Insurance Rate Maps would become effective for Black Hawk County on May 8, 2023; and,

WHEREAS, to continue participation in the National Flood Insurance Program amendments to the Zoning Code are necessary to acknowledge and adopted the new Flood Insurance Rate Maps and update certain provision within the City’s floodplain regulations as required by FEMA; and

WHEREAS, The Planning and Commission has reviewed the proposed amendments to Chapter 26, Zoning, under Case # TA24-001 and recommends approval; and

WHEREAS, the Cedar Falls City Council has determined that said amendments to Chapter 26, Zoning are in the best interests of the community; and now, therefore:

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

Section 1: Subsection 26-2(2), General Floodplain Definitions, is hereby repealed in its entirety and the following Subsection 26-2(2), is enacted in lieu thereof:

(2) *General floodplain definitions.*

Appurtenant structure is a structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (See 100-year (one percent) flood). This is the regulatory standard also referred to as the *100 year flood*. The base flood is the national standard used by the National Flood Insurance Program (NFIP) and all federal agencies for the purpose of requiring the purchase of flood insurance and regulating new development. Base flood elevations (BFEs) are typically shown on the flood insurance rate maps (FIRMs).

Base flood elevation is the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

Basement means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Any basement situated with less than one-half of its height below grade shall be counted as a story for the purpose of height regulations. A basement having more than one-half of its height below grade is not included in computing the number of stories for the purpose of height measurement. Also see *Lowest Floor*.

Channel means a natural or artificial watercourse having definite banks and beds with visible evidence of flow or occurrence of water.

Development means any manmade change to improved or unimproved real estate, including, but not limited to constructing or installing buildings or other structures, mining, dredging, filling, clearing, grading, paving, excavation, drilling operations or storage of equipment or materials. *Development* does not include minor projects or *routine maintenance of existing buildings and facilities*. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.

Elevating means raising a structure or property by fill or other means to or above the minimum flood protection level.

Enclosed area below lowest floor means the floor of the lowest enclosed area in a building when all the following criteria are met:

- (1) The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Sec. 26-177(e)(7)(a).1 through 4; and
- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking, or storage; and

- (3) Machinery and service facilities (e.g., hot water heater, HVAC, electrical service, and all components thereof) contained in the enclosed area are located at least one (1) foot above the base flood elevation; and
- (4) The enclosed area is not a *basement* as defined in this section.

Encroachment limits means a set of lines which delineate the boundaries of the floodway established in the floodplains as the designated width of channel and overbank areas through which the regulatory flood must pass.

Existing construction is any structure for which the *start of construction* commenced before the effective date of the first floodplain management regulations adopted by the community. May also be referred to as *existing structure*.

Factory-built home means any structure designed for residential use which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this section, a factory-built home includes a mobile home, manufactured home, and modular homes; and also includes *recreational vehicles* which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

Factory-built home park or subdivision means a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

Factory-built home park or subdivision, existing is a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

Factory-built home park or subdivision, expansion of existing is the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Factory-built home park or subdivision, new is a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

Five hundred year flood (500-year flood) means a flood, the magnitude of which has a two-tenths percent chance of being equaled or exceeded in any given year or which the magnitude, on average, will be equaled or exceeded at least once every five hundred years.

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

Flood elevation means the elevation floodwaters would reach at a particular site during the occurrence of a specific flood. For instance, the *100-year flood* or the *100-year (one percent)* is that flood, the magnitude of which has a one percent (one percent) chance of being equaled or exceeded in any given year. The *500-year flood* or the *500-year (0.2 percent) flood* is that flood, the magnitude of which has a two-tenths of one percent (0.2 percent) chance of being equaled or exceeded in any given year.

Flood insurance rate map (FIRM) means the official map prepared as part of, but published separately from, the flood insurance study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study means a report published by the Federal Emergency Management Agency (FEMA) issued along with a community's *Flood Insurance Rate Maps*. The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRMs.

Floodplain means any land susceptible to being inundated by water as a result of a flood.

Floodplain buildable area means that portion of the lot remaining after the minimum yard area requirements (i.e., setbacks) of this chapter have been met, and shall not include that portion of the property within the 500-year floodplain.

Floodplain management is an overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplain, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

Flood profile means a graph or a longitudinal profile showing the relationship of the water surface elevation of a flood event to a location along a stream or river.

Floodproofing means a combination of structural and non-structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures, or properties, including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge floodwaters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one foot.

Floodway fringe means the land adjacent to a body of water between the floodway and the outer (landward) limits of the special flood hazard area, as defined by the regulatory flood as delineated on the official floodplain zoning map.

Habitable space for flood protection purposes means any floor or level, including a basement, which is suitable for human habitation. It excludes a garage, a detached accessory structure, or an area for housing electrical, plumbing, heating, ventilating and other utility systems underneath a structure elevated to comply with flood protection requirements.

Highest adjacent grade is the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,

- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either i) an approved state program as determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

Lowest floor means the floor of the lowest enclosed area in a building, including a basement, except when the criteria listed in the definition of *enclosed area below lowest floor* are met.

Maximum damage potential development means hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.

New construction (new buildings, new factory-built homes or parks) means those structures or development for which the start of construction commenced on or after February 1, 1985.

Obstruction means any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel rectification, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure or matter in, along, across or projecting into any watercourse or floodplain area which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the flow of water might carry material or structure downstream to the damage of other properties.

Official floodplain zoning map means the maps on file with the city that indicate those portions of land known as the floodway, floodway fringe and general floodplain, which are subject to the regulations of this chapter.

One hundred year flood means a flood, the magnitude of which has a one percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every 100 years.

Program means the National Flood Insurance Program (NFIP).

Public damages shall consist of but not necessarily be limited to the following:

Public sewer system means a municipally owned, operated, and maintained sanitary sewer system.

Reach is a hydraulic engineering term used to describe longitudinal segments of a stream or river. A reach will generally include the segment of the flood hazard area where flood heights are primarily controlled by manmade or natural obstructions or constrictions. In an urban area, an example of a reach would be the segment of a stream or river between two consecutive bridge crossings.

Regulatory flood means a flood, the magnitude of which has a two-tenths (0.2 percent) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the *500-year flood* and the *500-year (0.2 percent) flood*."

Repetitive loss includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Recreational vehicle means a vehicle that is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;

- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory flood means a flood, the magnitude of which has a two-tenths (0.2 percent) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the *500-year flood* and the *500-year (0.2 percent) flood*.

Routine maintenance of existing buildings and facilities means repairs necessary to keep a structure in a safe and habitable condition. Such routine maintenance and repair activities include:

- (1) Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
- (2) Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
- (3) Basement sealing;
- (4) Repairing or replacing damaged or broken windowpanes;
- (5) Repairing plumbing systems, electrical systems, heating or air conditioning systems, and repairing wells or septic systems.
- (6) Other routine maintenance and repair activities that do not trigger a building permit.

Special exception permit means an authorization by the city board of adjustment to allow building improvements or other development when such project conforms with specified rules, regulations and/or performance standards required for said improvements or development in special areas of the city as identified by the zoning ordinance.

Special flood hazard area (SFHA) is the land within the City of Cedar Falls subject to the base flood. This land is identified on the City of Cedar Falls' flood insurance rate maps as Zone A, A1—30, AE, AH, AO, AR, A99.

Start of construction includes substantial improvement and new construction, means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date.

The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks, grain storage facilities, and other similar uses. For zoning purposes anything, excluding

fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the fair market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

- (1) Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the fair market value either;
 - a. before the *start of construction* of the improvement, or
 - b. if the structure has been *substantially damaged* and is being restored, before the damage occurred.
- (2) Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after February 1, 1985, the effective date of the first floodplain management regulations adopted by the City of Cedar Falls, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

The term does not, however, include any improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an *historic structure*, provided the alteration will not preclude the structure's designation as an *historic structure*.

Temporary storage means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

Variance means a grant of relief by a community from the terms of the floodplain management regulations.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

Section 2: Sec. 26-30, Floodplain Development Permit, is hereby repealed in its entirety and the following Sec. 26-30, is enacted in lieu thereof:

Sec. 26-30. Floodplain development permit.

- (a) A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
 - (1) A description of the work to be covered by the permit for which application is to be made.
 - (2) A description of the land on which the proposed work is to be done, i.e., lot, block, tract, street address or similar description that will readily identify and locate the work to be done.

- (3) Location and dimensions of all structures and additions
 - (4) An indication of the use or occupancy for which the proposed work is intended.
 - (5) The elevations of the 100-year (one percent) and 500-year (0.2 percent) flood.
 - (6) The elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of structures or of the level to which a structure is to be floodproofed.
 - (7) For structures being improved or rebuilt, the estimated cost of improvements and fair market value of the structure prior to the improvements.
 - (8) Such other information as the administrator deems reasonably necessary for the purpose of this chapter.
- (b) Floodplain development permits issued on the basis of approved plans and applications authorize only the use, arrangement and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this chapter and shall be punishable as provided in this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the state, that the finished fill, building floor elevations, floodproofing or other flood protection measures were accomplished in compliance with the provisions of this chapter prior to the use or occupancy of any structure.
- (c) All development or structures in the floodway, floodway fringe and general floodplain districts requiring special exception permits shall be allowed only upon application to the zoning administrator with issuance of the special exception permit by the board of adjustment. Petitioners shall include information ordinarily submitted with applications, as well as any additional information deemed necessary by the board of adjustment. Where required, approval of the state department of natural resources shall precede issuance of the special exception permit by the board of adjustment.
- (d) The zoning administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable provisions and standards of this chapter, and shall approve or disapprove the application. In case of disapproval, the applicant shall be informed, in writing, of a specific reason therefor. The zoning administrator shall not issue permits for special exception permits or variances except as directed by the board of adjustment.

Section 3: Sec. 26-31, Variances and Special Exception Permits, is hereby repealed in its entirety and the following Sec. 26-31 is enacted in lieu thereof:

Sec. 26-31. Variances and Special Exception Permits.

- (a) The board of adjustment may authorize, upon request, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:
- (1) No variance shall be granted for any development within the floodway district which would result in any increase in floods during the occurrence of the 500-year flood. Consideration of the effects of any development on flood levels shall be based upon

- the assumption that an equal degree of development would be allowed for similarly situated lands.
- (2) Variances shall only be granted upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisances, or cause fraud on or victimization of the public.
 - (3) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (4) In cases where the variance involves a lower level of flood protection for *structures* than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:
 - a. The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and
 - b. Such construction increases risk to life and property.
 - (5) All variances granted shall have the concurrence or approval of the state department of natural resources.
- (b) In passing upon applications for special exception permits or requests for variances, the board shall consider all relevant factors specified in other sections of this chapter and:
- (1) The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - (2) The danger that materials may be swept onto other lands or downstream to the injury of others.
 - (3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions.
 - (4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - (5) The importance of the services provided by the proposed facility to the community.
 - (6) The requirements of the facility for a floodplain location.
 - (7) The availability of alternative locations not subject to flooding for the proposed use.
 - (8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - (9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - (10) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.

- (12) Such other factors which are relevant to the purpose of this chapter.
- (c) Upon consideration of the factors listed in subsection (b) of this section, the board may attach such conditions to the granting of special exception permits or variances as it deems necessary to further the purpose of this chapter. Such conditions may include, but not necessarily be limited to:
- (1) Modification of waste disposal and water supply facilities.
 - (2) Limitation on periods of use and operation.
 - (3) Imposition of operational controls, sureties, and deed restrictions.
 - (4) Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the state department of natural resources and are deemed the only practical alternative for achieving the purposes of this chapter.
 - (5) Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The board of adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include, but are not necessarily limited to, the following:
 - a. Anchorage to resist flotation and lateral movement.
 - b. Installation of watertight doors, bulkheads and shutters, or similar methods of construction.
 - c. Reinforcement of walls to resist water pressures.
 - d. Use of paints, membranes, or mortars to reduce seepage of water through walls.
 - e. Addition of mass or weight structures to resist flotation.
 - f. Installation of pumps to lower water levels in structures.
 - g. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.
 - (6) Pumping facilities or comparable practices for subsurface drainage systems for *structures* to relieve external foundation wall and basement flood pressures.
 - (7) Construction to resist rupture or collapse caused by water pressure or floating debris.
 - (8) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.
 - (9) Location of all electrical equipment, circuits and installed electrical appliances in a manner which will ensure that they are not subject to flooding.

Section 4: Sec. 26-32, Development Requiring Approval by State Department of Natural Resources, is hereby repealed in its entirety and the following Sec. 26-32, is enacted in lieu thereof:

Sec. 26-32. Development requiring approval by state department of natural resources.

For *development* requiring state department of natural resources approval, such approval shall be obtained in writing and provided to the board of adjustment prior to issuance of a special exception permit.

Section 5: Sec. 26-33, Duties of Zoning Administrator Relative to Development in Flood Hazard Areas, is hereby amended to add subparagraphs (10), (11), and (12), as follows:

- (10) Maintain the accuracy of the community's Flood Insurance Rate Maps when;
- a. Development placed within the Floodway (Overlay) District results in any of the following:
 - (i) An increase in the Base Flood Elevations, or
 - (ii) Alteration to the floodway boundary
 - b. Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
 - c. Development relocates or alters the channel.
- Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.
- (11) Perform site inspections to ensure compliance with the standards of this Ordinance.
- (12) Forward all requests for Variances to the Board of Adjustment for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment

Section 6: Sec. 26-35, Flood Insurance Rate Map (FIRM), is hereby repealed in its entirety and the following Sec. 26-35, is enacted in lieu thereof:

Sec. 26-35. Flood Insurance Rate Map (FIRM)

The flood insurance rate map (FIRM) for Black Hawk County and incorporated areas, City of Cedar Falls, panels 19013C0145G, 19013C0153G, 19013C0154G, 19013C0158G, 19013C0161G, 19013C0162G, 19013C0163G, 19013C0164G, 19013C0166G, 19013C0168G, 19013C0260G, 19013C0276G, 19013C0277G, 19013C0278G, 19013C0279G, 19013C0281G, 19013C0282G, and 19013C0283G, effective dated May 8, 2024, which were prepared as part of the flood insurance study for Black Hawk County, are hereby adopted by reference and declared to be the official floodplain zoning map. The flood profiles and all explanatory material contained within the flood insurance study are also declared to be a part of this chapter.

Section 7: Subsection 26-119(c), Classes of Districts, within Sec 26-119, Establishment of Floodplain Districts, is hereby repealed in its entirety and the following Subsection 26-119(c), is enacted in lieu thereof:

- (c) *Classes of districts.* In order to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specific uses, to regulate and limit the height and bulk of buildings erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings within established floodprone areas, the city is hereby divided into three classes of floodplain districts. The use, height and area regulations are uniform in each class of district, and the districts shall be divided into the following:
- (1) Floodway (Overlay) District (F-W) - those areas identified as Floodway on the Official Floodplain Zoning Map;
 - (2) Floodway Fringe (Overlay) District (F-F) - those areas identified as Zone AE and the adjoining shaded Zone X on the Official Floodplain Zoning Map but excluding those areas identified as Floodway; and;
 - (3) General Floodplain (Overlay) District (F-P) - those areas identified as Zone A and the adjoining shaded Zone X on the Official Floodplain Zoning Map.

Section 8: Sec. 26-176, F-W Floodway Overlay District, is hereby repealed in its entirety and the following Sec. 26-176 is enacted in lieu thereof:

Sec. 26-176. F-W Floodway Overlay District.

- (a) *Principal permitted uses.* The following uses shall be permitted within the F-W floodway district to the extent they are not prohibited by other provisions of this chapter or of this Code, or the underlying zoning district, and provided they do not require placement of structures, factory-built homes, fill or other obstruction, the storage of materials or other equipment, excavation or alteration of a watercourse:
- (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
 - (2) Industrial-commercial uses such as loading areas, parking areas and airport landing strips.
 - (3) Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas and hiking and horse riding trails.
 - (4) Residential uses such as lawns, gardens, parking areas and play areas.
 - (5) Other open space uses similar in nature to the uses listed in this subsection.
- (b) *Conditional uses.* The following uses, which involve structures (temporary or permanent), fill, storage of materials or other equipment, may be permitted only upon issuance of a special exception permit by the board of adjustment, and then only to the extent they are not prohibited by other provisions of this section or of this Code or the underlying zoning

district. Such uses must also meet the applicable provisions of the floodway district performance standards:

- (1) Uses or structures accessory to open space uses.
 - (2) Circuses, carnivals and similar transient amusement enterprises.
 - (3) Drive-in theaters, new and used car lots, roadside stands, signs and billboards.
 - (4) Extraction of sand, gravel and other material.
 - (5) Marinas, boat rentals, docks, piers and wharves.
 - (6) Utility transmission lines and underground pipelines.
 - (7) Other uses similar in nature to the principal permitted and conditional uses described in this section which are consistent with the floodway district performance standards and the general spirit and purpose of this division.
- (c) *Performance standards.* All floodway district *development* shall meet the following standards:
- (1) No *development* shall be permitted in the floodway district that would result in any increase in the 100-year (one percent) flood level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - (2) All *development* within the floodway district shall:
 - a. Be consistent with the need to limit flood damage.
 - b. Use construction methods and practices that will limit flood damage.
 - c. Use construction materials and utility equipment that are resistant to flood damage.
 - (3) No *development* shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch or any other drainage facility or system.
 - (4) Structures, buildings, *recreational vehicles*, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe district, and shall be constructed or aligned to present the minimum possible resistance to flood flows.
 - (5) From and after January 1, 2010, there shall be no construction of any new building or structure (temporary or permanent) of any type whatsoever, anywhere within the floodway overlay district in the city, including, but not limited to, new detached garages, storage buildings, or other accessory structures.
 - (6) From and after January 1, 2010, there shall be no restoration or reconstruction of any previously existing nonconforming building or structure located in the floodway overlay district that suffers damage to the extent of 50 percent or more of its fair market value at the time of damage of any origin, including, but not limited to, fire, flood, tornado, storm, explosion, war, riot or act of God, unless permitted upon issuance of a variance and a special exception permit by the board of adjustment, in accordance with the provisions of sections 26-30 and 26-31.
 - (7) Any restoration or reconstruction of any building or structure located in the floodway overlay district that suffers damage to the extent of less than 50 percent of its fair market value at the time of damage of any origin, including, but not limited to, fire, flood, tornado, storm, explosion, war, riot or act of God, may be restored or

reconstructed without issuance of a variance or a special exception permit by the board of adjustment, and then only as follows:

- a. May commence only upon issuance of a valid building permit issued by the city;
 - b. Must not allow any fill material to be used or placed on the lot in connection with the elevation and reconstruction of such building or structure;
 - c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction;
 - d. Such restoration, rebuilding or reconstruction shall not allow any building addition or expansion without obtaining a variance or special exception permit from the board of adjustment; and
 - e. Any addition or expansion to an existing building or structure located in the floodway shall not be allowed, unless permitted upon issuance of a variance and special exception permit by the board of adjustment, in accordance with sections 26-30 and 26-31.
- (8) *Structures*, if permitted, shall have a low flood damage potential, and shall not be utilized for human habitation.
- (9) Storage of materials or equipment that is buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the floodway district within the time available after flood warning.
- (10) Stream, watercourse, drainage channel or other water channel embankment stabilization, filling, alterations or relocations, including removal of vegetation, must be designed to maintain the flood-carrying capacity within the altered area, and shall not be allowed or undertaken without all required permits from and approvals by the state department of natural resources, and shall not proceed without approval of the city planner and oversight by the city engineer.
- (11) Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- (12) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.
- (13) *Recreational vehicles* placed on sites within the floodway district shall either:
- a. Be on site for fewer than 180 consecutive days.
 - b. Be fully licensed and ready for highway use.
- A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions.*

Section 9: Subsection 26-177 (e), Performance Standards, of Section 26-177, F-F Floodway Fringe Overlay District, is hereby repealed in its entirety and the following Subsection 26-177(e) is enacted in lieu thereof:

- (e) Performance standards. All *development* must be consistent with the need to limit flood damage to the maximum extent practicable, and shall meet the following applicable performance standards:

- 1) All new *development* on lots of record in existence prior to January 1, 2010, must comply with all required standard flood protection measures, and must meet the following requirements:
 - a. May commence only upon issuance of a valid building permit issued by the city;
 - b. Any open areas underneath the lowest floor shall be floodable in order to allow the unimpeded free flow of floodwaters, in conformity with the requirements of subsections (e)(7)a.1 through 4 of this section, inclusive; and
 - c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
- (2) Any existing building or *structure* located in the floodway fringe that suffers damage to the extent of less than 50 percent of its fair market value from any origin including, but not limited to, fire, flood, tornado, storm, explosion, war, or act of God, may be reconstructed at its existing elevation, without issuance of a variance or special exception permit, if the reconstructed structure meets the following requirements:
 - a. May commence only upon issuance of a valid building permit issued by the city; and
 - b. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
- (3) Any existing building or *structure* that is substantially damaged, may be reconstructed if the reconstructed structure meets all required standard flood protection measures, including, but not limited to, elevating the structure to a level such that the lowest floor is established one foot above the 500-year flood level, and is constructed either on elevated foundations, piers or similar elevated techniques that are in compliance with then applicable city building code requirements, or using fill which meets the requirements of this section, and which meets the following requirements:
 - a. May commence only upon issuance of a valid building permit issued by the city;
 - b. Any enclosed building areas underneath the lowest floor shall be floodable in order to allow the unimpeded free flow of floodwaters, in conformity with the requirements of subsections (e)(7)a.1 through 4 of this section; and
 - c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
- (4) All *development* shall be:
 - a. Designed and adequately anchored to prevent flotation, collapse, or lateral movement of the structure.
 - b. Constructed with materials and utility equipment resistant to flood damage to the maximum practicable extent.
 - c. Constructed by methods and practices that limit flood damage to the maximum practicable extent.
- (5) Any *new, substantially improved or substantially damaged residential structure*, that is to be established or reconstructed as authorized in this chapter, shall have the lowest floor, including basement, elevated a minimum of one foot above the *500-year flood level*. Construction may be upon limited amounts of compacted fill which shall, at all points, be no lower than one foot above the *500-year (0.2 percent) flood level* unless the necessary amount of fill to satisfy this requirement exceeds allowable fill heights

specified in subsection (e)(8)b of this section, and shall extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating, such as piers or elevated foundations, may be allowed where existing topography, street grades or other compelling factors preclude elevating by the use of compacted fill material. In all such cases, the methods used for structural elevation must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding as verified by a structural engineer.

- (6) *Any new, substantially improved or substantially damaged nonresidential structure*, that is to be established or reconstructed as authorized in this chapter, shall have the lowest floor, including basement, elevated a minimum of one foot above the *500-year flood* level. Construction may be upon limited amounts of compacted fill which shall, at all points, be no lower than one foot above the *500-year (0.2 percent) flood* level or, together with attendance utility and sanitary sewerage systems, be floodproofed to such a level. When utilizing fill material, the amount placed on the site shall be in conformance with subsection (e)(8)b of this section. When floodproofing is utilized, a professional engineer registered in the state shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 100-year and 500-year flood event, and that the structure established below the 500-year flood elevation level, is watertight with walls substantially impermeable to the passage of water. A record of certification, indicating the specific elevation, in relation to the North American Vertical Datum of 1988, to which any structures are floodproofed, shall be maintained by the zoning/floodplain administrator.
- (7) *Any new, substantially improved or substantially damaged structure* that is to be established or reconstructed as authorized in this chapter shall meet the following requirements:
- a. Fully enclosed areas below the *lowest floor*, not including *basements* that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. All said areas below the lowest floor shall be designed for low damage potential and shall not be habitable space. Such areas shall be used solely for parking of vehicles, building access and low damage potential storage. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one foot above the 500-year flood level. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
 1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 2. The bottom of all openings shall be no higher than one foot above natural grade.
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 4. Openings must be designed and installed so as to allow the natural entry and exit of floodwaters without the aid of any manual, mechanical or electrical systems either for operating the openings or assisting in the discharge of water from the lower area.

- b. Any new, substantially improved or substantially damaged structure that is being established or reconstructed as authorized in this chapter, must be designed or modified and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - c. Any *new, substantially improved or substantially damaged structure* that is being established or reconstructed shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of one foot above the *500-year (0.2 percent) flood level*.
 - d. Any *new, substantially improved or substantially damaged structure* that is being established or reconstructed shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of one foot above the *500-year (0.2 percent) flood level* or designed to be watertight and withstand inundation to such a level.
- (8) Filling in the floodway fringe.
- a. Fill activities may be permitted in the floodway fringe overlay district upon approval by the city planner and city engineer. All fill application permits shall be valid for a period of six months from date of issuance, may be renewed only upon filing of an application for renewal with the city planner, and then may only be renewed upon a showing of demonstrated progress towards completion of the fill activity. All fill application permits must be accompanied by a detailed plan describing the area to be filled, the estimated amount of fill to be used and the purpose of the fill project. Elevation and topographic data must also be submitted by a professional engineer registered in the state that illustrates changes in the topography and estimated impacts upon local flood flows. No fill project shall fill in or obstruct any local drainage channels without an alternative drainage plan design, and shall limit soil erosion and water runoff onto adjacent properties to the maximum practicable extent, and in compliance with the NPDES standards contained in chapter 27. Except as provided in subsections (e)(8)f and g of this section, adjacent property owners shall be identified and notified of the fill project by the applicant with proof of notification provided to the city planner. Any fill project must be designed to limit negative impacts upon adjacent property owners during flood events to the maximum practicable extent.
 - b. The amount of allowable fill must not increase the existing natural grade of the property by more than three vertical feet at any point, and shall be placed on no more than 33.33 percent of the total three vertical feet lot area.
 - c. Where fill is authorized under this chapter, any fill placed on a lot of record must be mitigated by removal of an equal volume of fill material from a comparable elevation within the 500-year floodplain, in order to provide the hydraulic equivalent volume of fill removal as compared to the placement of fill on any single property located in the floodplain.
 - d. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway access to the structure. In no case shall the maximum lot area of the property filled exceed 33.33 percent of the total area of the lot. Construction shall be upon compacted fill, which shall, at all

points, be no lower than 1.0 ft. above the *500-year (0.2%) flood* elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon.

- e. If a new or reconstructed *structure* is to be elevated utilizing fill material, any required building elevation standard exceeding the three-foot fill limitation as referenced in subsection (e)(8)b of this section must be achieved through the use of elevated foundations, piers or similar structural elevation techniques that are in compliance with then-applicable city building code requirements as certified by a structural engineer.
 - f. Fill is allowed for property maintenance purposes in the *floodway fringe* area upon approval of the city planner. For purposes of this subsection, the term "property maintenance purposes" means landscaping, gardening or farming activities, erosion control, and filling in of washed-out sections of land. Property maintenance purposes shall only include the placement of such quantities of fill not to exceed the limitations specified herein and that do not inhibit the free flow of water. Said limited amounts of fill for property maintenance purposes need not be compensated by an equivalent amount of excavation area as specified in subsection (e)(8)c of this section.
 - g. Filling on public property is prohibited in the *floodway fringe* district with the exception of property maintenance purposes of public facilities, upon approval of the city planner. Limited quantities of asphalt, concrete and yard waste may be temporarily stored in the floodway fringe district when said materials are being staged for further processing. Raw materials may be stockpiled in the floodway fringe district when said materials are mined or excavated from a site in the floodway or floodway fringe.
- (9) No floodplain map revisions (letter of map revision-fill or LOMR-f) involving placement of fill or involving land alterations in the floodway fringe overlay district, even if otherwise approved by FEMA, shall be allowed after January 1, 2010; provided, however, that owners of properties in the floodway fringe who have applied for a LOMR and which were in the process of being approved as of January 1, 2010, shall be exempt from this prohibition.
- (10) Factory-built housing and factory-built structures shall meet the following requirements:
- a. Factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement.
 - b. Factory-built housing and factory-built structures, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one foot above the 500-year flood level.
 - c. Openings shall be established in the lower area to allow the natural entry and exit of floodwaters in compliance with subsections (e)(7)a.1 through 4 of this section.
- (11) Subdivisions, including factory-built home parks and subdivisions, shall meet the following requirements. Subdivisions shall be consistent with the need to limit flood damage to the maximum practicable extent, and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals, including the installation of public utilities, shall meet the

- applicable performance standards of this ordinance. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that is above the *500-year (0.2 percent) flood* level. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include *500-year (0.2%) flood* elevation data for those areas located within the *Floodway Fringe (Overlay) District*.
- (12) Utility and sanitary systems shall meet the following requirements:
- a. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system as well as the discharge of effluent into floodwaters. Wastewater treatment facilities shall be provided with a level of flood protection equal to or greater than one foot above the 500-year flood elevation.
 - b. On site waste disposal systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
 - c. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system. Water supply treatment facilities shall be provided with a level of protection equal to or greater than one foot above the *500-year flood* elevation.
 - d. Utilities such as gas and electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.
- (13) Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one foot above the *500-year flood* level. Other material and equipment must either be similarly elevated or:
- a. Not be subject to major flood damage and be anchored to prevent movement due to floodwaters; or
 - b. Be readily removable from the area within the time available after flood warning.
- (14) Flood control structural works such as levees and floodwalls, shall provide, at minimum, protection from a *100-year (one percent) flood* with a minimum of three feet of design freeboard and shall provide for adequate interior drainage, or at such higher elevation as may be mandated by the state or federal government. In addition, structural flood control works shall be approved by the state department of natural resources.
- (15) No *development* shall affect the capacity or conveyance of the channel or any tributary to the main stream, drainage ditch or other drainage facility or system.
- (16) Detached garages, storage sheds, appurtenant structure and other similar detached accessory structures that are incidental to a residential use shall be allowed in the floodway fringe district with no minimum elevation requirement provided that all the following criteria are satisfied. Exemption from the elevation requirement for such structures may result in increased premium rates for flood insurance coverage of the structure and its contents:
- a. The total combined floor areas of all such structures located on the lot does not exceed a total of 576 square feet in area. Those portions of structures located less than one foot above the (0.2 percent) 500-year flood level must be constructed of flood resistant materials.

- b. The structures are not suitable for and shall not be used for human habitation.
 - c. The structures will be designed to have low flood damage potential and shall be used solely for low damage potential purposes such as vehicle parking and limited storage.
 - d. The structures will comply with minimum required permanent openings as specified in subsections (e)(7) a.1. through 4.
 - e. The structures will be constructed and placed on the building site so as to limit resistance to the greatest practicable extent to the flow of floodwaters.
 - f. Structures shall be firmly anchored to prevent flotation, collapse and lateral movement.
 - g. The structure's service facilities such as electrical, heating and ventilating equipment shall be elevated or floodproofed to at least one foot above the (.2 percent) 500-year flood level.
- (17) *Recreational vehicles*, if permitted in the underlying zoning district, are exempt from the requirements of this chapter regarding anchoring and elevation of factory built homes when the following criteria are satisfied:
- a. Be on site for fewer than 180 consecutive days.
 - b. Be fully licensed and ready for highway use.
- A recreational vehicle* is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions.
- (18) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation or due to action of flood flows.
- (19) *Any new, substantially improved or substantially damaged maximum damage potential development*, that is to be established or reconstructed as authorized in this chapter shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the *500-year flood*, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 500-year (0.2%) annual chance flood; and that the structure, below the 500-year (0.2%) annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Zoning Administrator. Where 500-year (0.2%) chance flood elevation data has not been provided in the *Flood Insurance Study*, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant shall be responsible for submitting an application to the Department of Natural Resources with sufficient technical information to make such determinations.

Section 10: Section 26-178 F-P General Floodplain Overlay District, is hereby repealed in its entirety and the following Sec. 26-178 is enacted in lieu thereof:

Sec. 26-178. F-P General Floodplain Overlay District.

- (a) *Principal permitted uses.* The following uses shall be permitted within the F-P general floodplain district to the extent they are not prohibited by any other ordinance or underlying zoning district and provided they do not require placement of structures, factory-built homes, fill or other obstruction, the storage of materials or equipment, excavation or alteration of a watercourse:
 - (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
 - (2) Industrial-commercial uses such as loading areas, parking area and airport landing strips.
 - (3) Private and public recreation uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parking, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, and hiking and horseback riding trails.
 - (4) Residential uses such as lawns, gardens, parking areas, and play areas.

- (b) *Conditional uses.* Any *development* which involves placement of structures, factory-built homes, fill or other obstructions, the storage of materials or equipment, excavation or alteration of a watercourse may be allowed only upon issuance of a special exception permit by the board of adjustment. All such *development* shall be reviewed by the state department of natural resources to determine:
 - (1) Whether the land involved is either wholly or partly within the floodway or floodway fringe; and
 - (2) The 100-year or 500-year flood level.

The applicant shall be responsible for providing the State Department of Natural Resources with sufficient technical information to make the determination.

- (c) *Performance standards.*
 - (1) All conditional uses or portions thereof to be located in the floodway, as determined by the state department of natural resources, shall meet the applicable provisions and standards of the floodway district.
 - (2) All conditional uses or portions thereof to be located in the *floodway fringe*, as determined by the state department of natural resources, shall meet the applicable standards of the floodway fringe district.

- (d) *Prohibited uses.* No structure located within the designated floodplain district may be subdivided or converted for the purpose of establishing a separate dwelling unit either wholly or partially below the *500-year flood* elevation.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

MEETING OF THE COMMITTEE OF THE WHOLE

City Hall, 220 Clay Street

March 4, 2024

The meeting of the Committee of the Whole met at City Hall at 5:45 p.m. on March 4, 2024, with the following Committee persons in attendance: Mayor Daniel Laudick, Councilmembers Gil Schultz, Chris Latta, Daryl Kruse, Aaron Hawbaker, Dustin Ganfield, and Kelly Dunn. Hannah Crisman absent. Staff members from various City Departments, a representative from the Waterloo Courier, and members of the community attended in person.

Committee of the Whole:

Mayor Laudick called the meeting to order and introduced the first item on the Committee of the Whole Agenda, Diversity, Equity, and Inclusion (DEI) update with Chelsie Luhring, DEI Specialist. Luhring provided an overview of her position and the strides made within the city and community to progress DEI. Discussion included implementation of staff training, county statistics, recruitment strategies, formation of a city staff DEI Committee, and future goals. Dunn stated the Racial Equity Task Force pushed for this position and is grateful for the work that has been implemented so far. Noah Hackbart, Student Liaison questioned any current or future collaboration with University of Northern Iowa.

Mayor Laudick introduced the second item on the Committee of the Whole Agenda, automated refuse collection rates. Brian Heath, Operations and Maintenance Division Manager provided an historical overview of refuse collection and presented recurring issues related to the current collection; carts being overloaded or not put out on time. Heath recommended implementing a \$15.00 penalty per occurrence for overloaded or not out on time carts, as well as adding landlord penalty points if it is a rental property. Schultz asked for clarification on the photographic capabilities of the refuse trucks, and notifications to residents prior to issuing a citation. Heath verified that staff had previously sent out letters warning residents about overloaded carts. Kruse asked about exemption status for remodel or empty properties and landlord versus tenant responsibility in terms of refuse. Dunn voiced her support for implementing fees, referencing the additional staff hours, mileage, and gas consumption needed to return to properties. Ganfield motioned to approve as presented with legal clarification on legacy in leases (receiving the treatment of prior laws or rules), seconded by Dunn. Kruse moved to amend the motion adding a warning process for landlords, the motion failed due to lack of second. The original motion passed unanimously.

Mayor Laudick introduced the final item on the Committee of the Whole Agenda, Cease Fire Update and Discussion. Mayor Laudick voiced that the council does not view the resolution as an appropriate City action and that additional actions can be taken outside of a resolution. Councilmembers and Student Liaison Hackbart discussed local government roles.

The meeting adjourned at 6:51 p.m.

Minutes by Shianne Bellinger, Administrative Assistant

March 8, 2024

Mayor Danny Laudick
Cedar Falls City Hall
220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Laudick,

I am resigning from my position as Cedar Falls Human Rights Commissioner, effective March 18, 2024.

It has been an honor and privilege to serve my community in this capacity.

Sincerely,

Jennifer Onuigbo

Cedar Falls, IA



MAYOR DANIEL LAUDICK

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

FROM: Mayor Daniel Laudick
TO: City Council
DATE: March 11, 2024
SUBJECT: Appointment of Paul Lee as Civil Service Commissioner
REF: (a) Code of Ordinances, City of Cedar Falls §2-306: Civil Service Commission

1. In accordance with reference (a), I hereby nominate Paul Lee for re-appointment to the Civil Service Commission for a four-year term ending 4/1/2028.
2. Please contact me with any questions about this reappointment.

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

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CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

March 13, 2024


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

Mayor Laudick and City Council Members:

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

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	Mickey Devine	430		430
2	Sawyer Burch	369		369
3	Tracy Ferguson	358		358
4	Mark Albertsen	351		351

Respectfully Submitted,



Paul Lee, Commission Chairperson



Crystal Ford, Commissioner

Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk
Cc: Stephanie Houk Sheetz, Director of Community Development
Mike Soppe, Recreation & Community Programs Manager
Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

March 13, 2024

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

Dear Mayor Laudick and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved and authorized administration of an interview testing instrument for the promotional position of Planner II. Applicants meeting the minimum qualifications of the position were interviewed. Listed below are the names of the candidates and their average interview scores. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

Rank	Name	Combined Average Interview Scores
1	Jaydevsinh "JD" Atodaria	46
2	Richard "Chris" Sevy	42

Respectfully Submitted,


Paul Lee, Commission Chairperson


Crystal Ford, Commissioner

Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk
Cc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

March 13, 2024

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

Mayor Laudick and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing process and instruments for the position of Public Safety Officer. Listed below are the names of the top ranked candidates with their combined weighted average test scores, applicable Veteran's Preference scores, and total combined average scores with preference, as applicable. Tied percentages are presented in alphabetical order by applicant name, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Combined Averaged Score
1	Casey O'Hern	326		326
2	Aaron Burger	323		323
3	Rachel Pugh	311		311
4	Andrew Snyder	292		292

Respectfully Submitted,



Paul Lee, Commission Chairperson



Crystal Ford, Commissioner

Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk

Cc: Civil Service Records
Craig Berte, Director of Public Safety
Mark Howard, Assistant Director of Public Safety/Police Chief
John Zolondek, Assistant Director of Public Safety/Fire Chief


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Laudick and City Councilmembers
From: Craig Berte, Public Safety Services Director
 Mark Howard, Police Chief
Date: March 11, 2024
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Barn Happy, 11310 University Avenue, Special Class B retail native wine - renewal.
- b) Chilitos Mexican Bar and Grill, 1704 West 1st Street, Class C retail alcohol - renewal.
- c) Social House, 2208 College Street, Class C retail alcohol & outdoor service - renewal.
- d) Second State Brewing, 203 State Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
- e) SingleSpeed Brewing Co., 128 Main Street, Class C retail alcohol, Special Class A beer - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
- f) The Pump Haus Pub & Grill, 311 Main Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
- g) Whiskey Road Tavern & Grill, 402 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service/sidewalk café. (April 1 – November 15, 2024)
- h) Wilbo, 118 Main Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
- i) Trigger Time Sims, 4302 University Avenue, Special Class C retail alcohol – new.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: March 4, 2024
SUBJECT: Conveyance of 2.5 feet strip of land to the City

Please find attached two Quit Claim Deeds effectively conveying back to the City a 2.5 feet strip of land along the north boundary of Lot 1 in Cedar Falls Technology Park Phase I. In 1996 when the City initially conveyed to the original owner, TEAM Holdings Co., the City inadvertently included an extra 2.5 feet in the conveyance. This went unnoticed until recently when the current business owner, OneNeck Data Center Holdings, LLC, brought the mistake to the attention of the City. Staff double checked with the City surveyor and confirmed the mistake.

Even though the business has changed hands over the years, apparently the real estate was not formally transferred to each new business entity. The record title owner is TEAM Property Management, L.C., and not the current owner of the business. And TEAM Property Management, L.C. is now dissolved. However, staff was able to contact one of the former members of TEAM Property Management, L.C. who kindly agreed to execute a Quit Claim Deed of the property to the City on behalf of TEAM Property Management, L.C.

Just to make sure there is no question about the conveyance, the City also asked the current owner of the business, OneNeck Data Center Holdings, LLC, to also execute a Quit Claim Deed to the City.

That is why there are two Deeds conveying the same property to the City. Neither entity asked for any compensation for the conveyance and all have been very cooperative.

I therefore ask that Council approve and accept the Deeds so that the Deeds may be recorded and the mistake finally corrected.

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

Thank you.

**QUIT CLAIM DEED
Recorder's Cover Sheet**

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

Taxpayer Information: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

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

Grantors: TEAM Property Management Company, L.C.

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, TEAM Property Management Company, L.C., a limited liability company organized under the laws of Iowa but now dissolved, does hereby Quit Claim to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, all right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

East 770 feet of the North 1,150 feet of the SE 1/4 of Section 35, Township 89 North, Range 14 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa, except the North 737.5 feet thereof and except the East 320 feet thereof and further except that part lying within Cedar Falls Technology Park Phase I, City of Cedar Falls, Iowa.

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

This deed is exempt according to Iowa Code 428A.2(21).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context. Dated: 1/30/2024

TEAM Property Management Company, L.C.,
an Iowa limited liability company, now
dissolved

By [Signature]
Mark Kittrell, Authorized Member Manager

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on January 30, 2024,
by Mark Kittrell, as authorized member manager, of TEAM Property Management Company,
L.C. an Iowa limited liability company now dissolved.

[Signature]
Signature of Notary Public



**QUIT CLAIM DEED
Recorder's Cover Sheet**

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

Taxpayer Information: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

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

Grantors: OneNeck Data Center Holdings, LLC, a Delaware limited liability company, f/k/a TEAM Technologies, LLC, a Delaware limited liability company, and successor-in-interest to TEAM Property Management Company, L.C., an Iowa limited liability company, as owner of all interest in TEAM Property Management Company, L.C., upon its dissolution

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, OneNeck Data Center Holdings, LLC, an Iowa limited liability company, f/k/a TEAM Technologies, LLC, an Iowa limited liability company, and successor-in-interest to TEAM Property Management Company, L.C., an Iowa limited liability company, as owner of all interest in TEAM Property Management Company, L.C., upon its dissolution, does hereby Quit Claim to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, all right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

East 770 feet of the North 1,150 feet of the SE 1/4 of Section 35, Township 89 North, Range 14 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa, except the North 737.5 feet thereof and except the East 320 feet thereof and further except that part lying within Cedar Falls Technology Park Phase I, City of Cedar Falls, Iowa.

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

This deed is exempt according to Iowa Code 428A.2(21).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 2/22/2024

OneNeck Data Center Holdings, LLC, a Delaware limited liability company

By: Bobby L. Gleisner

Its: Authorized Member & Manager

STATE OF California, COUNTY OF Riverside

This record was acknowledged before me on February 22nd, 2024, by Bobby L. Gleisner as authorized member and manager of OneNeck Data Center Holdings, LLC, a Delaware limited liability company.



[Signature]
Signature of Notary Public

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

RESOLUTION NO. _____

RESOLUTION APPROVING AND ACCEPTING QUIT CLAIM DEEDS FROM TEAM PROPERTY MANAGEMENT, L.C. AND ONENECK DATA CENTER HOLDINGS, LLC FOR THE CONVEYANCE OF APPROXIMATELY 2.5 FEET ALONG THE NORTHERN BOUNDARY OF LOT 1, CEDAR FALLS TECHNOLOGY PARK PHASE I, CEDAR FALLS, IOWA.

WHEREAS, the City of Cedar Falls, Iowa ("City"), previously conveyed land in one of the City's Technology Parks to TEAM Holdings Co. which in turn conveyed the land to TEAM Property Management, L.C.; and

WHEREAS, the land conveyed to TEAM Holdings Co., and subsequently conveyed to TEAM Property Management, L.C. contained approximately 2.5 feet of land along the northern boundary of what would become Lot 1, Cedar Falls Technology Park, Phase I, that should have been retained by the City but was conveyed by mistake; and

WHEREAS, ownership of the business conducted on the land has changed over the years but TEAM Property Management, L.C. remains the title owner of the land; and

WHEREAS, the current owner of the business, OneNeck Data Center Holdings, LLC desires to have the land conveyed back to the City to correct the earlier mistake; and

WHEREAS, to be certain that all interests in the land are conveyed back to the City, both the record owner of the land, TEAM Property Management, L.C. and the current owner of the business, OneNeck Data Center Holdings, LLC, have conveyed the land back to the City by way of Quit Claim Deed at no cost to the City; and

WHEREAS, the City Council finds that it is in the best interest of the City to accept the Deeds to correct the earlier mistake, and to file the Deeds with the Black Hawk County Recorder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the conveyance of approximately 2.5 feet of land along the northern border of what is now Lot 1 in Cedar Falls Technology Park, Phase I, in Cedar Falls, Iowa, to the City by way of Quit Claim Deeds as attached from TEAM Property Management, L.C. and OneNeck Data Center Holdings, LLC, respectively, are hereby approved and accepted, and the City Clerk is hereby authorized and directed to cause said Quit Claim Deeds to be recorded with the Black Hawk County Recorder.

ADOPTED this ____ day of _____, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:) SS:

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

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

Kim Kerr
City Clerk of Cedar Falls, Iowa



DEPARTMENT OF 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: Kim Kerr, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: March 4, 2024
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their ash tree removed 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?

Chase Hulbert
307 N. Francis Street
Cedar Falls, IA 50613

\$2500.00 January 2024
0.00 2024 (fees)
\$2500.00 Total owed

Property address: 307 N. Francis St., CF
Parcel #8914-11-203-021

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

INVOICE

Item 11.

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

(319) 273-8600

TO: CHASE HULBERT
307 N. FRANCIS STREET
CEDAR FALLS, IA 50613

INVOICE NO: 40907
DATE: 1/30/24

CUSTOMER NO: 5969/5969

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	REMOVAL OF 2 ASH TREES OWNER SHALL HAVE THIRTY (30) DAYS TO REPAY THE CITY, AFTER WHICH DATE THE UNPAID AMOUNT SHALL BE ASSESSED TO THE PROPERTY, TO WHICH ASSESSMENT OWNER HEREBY AGREES. THEREAFTER, IF UNPAID, THE CITY SHALL CERTIFY THE AMOUNT, TOGETHER WITH AN ADMINISTRATIVE FEE OF \$5.00, TO THE BLACK HAWK COUNTY TREASURER, TO BE COLLECTED IN THE SAME MANNER AS A PROPERTY TAX.	2,500.00	2,500.00

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

TOTAL DUE: \$2,500.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/30/24 DUE DATE: 2/29/24
CUSTOMER NO: 5969/5969

NAME: HULBERT, CHASE
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 40907
TERMS: NET 30 DAYS

AMOUNT: \$2,500

Ash Tree Removal Agreement

The undersigned owner(s), (Chase Hulbert) ("Owner"), of the property at (307 North Francis) in the City of Cedar Falls, Iowa ("Property"), hereby acknowledges receipt of notices from the City of Cedar Falls ("City") of the presence of dead or diseased ash tree(s) located on the Property as identified by the City, and further acknowledges that the presence of such dead or diseased ash tree(s) constitutes a public nuisance under the Code of Ordinances of the City. Owner agrees that such nuisance must be abated and hereby elects one of the two options for abatement as indicated by the responses below:

1. Election of Owner to remove ash tree(s) from Property.

Check here:

Owner shall cause to be removed all ash tree(s) identified by the City from the Property at Owner's cost. Such ash tree(s) shall be removed in accordance with Code of Ordinances Sec. 15-2(20) no later than sixty (60) days of receipt of this notice. Owner consents to inspection of the Property by representatives of the City to confirm removal. If timely removed, no further enforcement action shall be taken by the City. Owner acknowledges the sufficiency of notice of abatement previously provided, and hereby waives further notice and opportunity to be heard on nuisance and abatement. Owner acknowledges that failure to remove the ash tree(s) by the date indicated may result in further enforcement action by the City including, but not limited to, citation, abatement by the City, and/or court intervention.

2. Consent of Owner for The City to remove ash tree(s) from Property.

Check here:

Owner:

- a) Requests the removal, by the City, of all ash tree(s) identified by the City from the Property. Owner hereby selects either removal flush with ground level or removal including stump by indicating below.
- b) Acknowledges the sufficiency of notice of abatement previously provided by the City, and hereby waives further notice and opportunity to be heard regarding nuisance and abatement.
- c) Acknowledges that the City has obtained quotations from qualified contractors which owner agrees is a fair and reasonable cost for the work to be completed. Owner shall not be responsible for the cost of any permits required to perform the work.
- d) Understands that the below indicated amount shall be paid by the City to the contractor performing the work, which amount shall then be billed to the Owner. Owner shall have Thirty (30) days to repay the City, after which date the unpaid

amount shall be assessed to the Property, to which assessment Owner hereby agrees. Thereafter, if unpaid, the City shall certify the amount, together with an administrative fee of \$5.00, to the Black Hawk County Treasurer, to be collected in the same manner as a property tax.

- e) Grants and conveys to the City, its successors and assigns, a temporary right of entry over, under, and above the Property to remove such ash tree(s), together with the right of ingress and egress to the Property for this purpose, until such work is completed. Owner further acknowledges and agrees that notice of entry by the City and/or the City's contractor may be no more than 24 hours in advance.
- f) Acknowledges that if Owner executes this Agreement and cooperates in the City's removal of such ash tree(s), and timely repays the removal cost as indicated, that no further enforcement action shall be undertaken by the City in reference to said ash tree(s).
- g) Hereby selects one of the two removal options by checking below:

Removal within 1' of ground level \$ 2,500.00

Removal including stump \$ _____

The costs listed above are only guaranteed for sixty (60) days at which time new bids may need to be sought and a new or amended Ash Tree Removal Agreement may be required. The City of Cedar Falls shall replace or restore damage to the Property caused by removal as is reasonable in the circumstances.

7/24/23
Date

Chase Hulbert
Signature of Owner

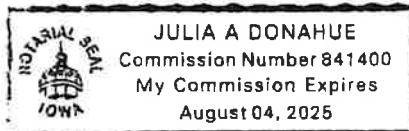
Chase Hulbert
Print Name of Owner

State of Iowa, County of Black Hawk:

This record was acknowledged before me on July 24 2023 by Chase Hulbert as Owner of the Property.

Julia A Donahue
Signature of Notary Public

City of Cedar Falls



By: Julia Donahue

Date: 7/24/2023

Its: Black Hawk County, IA.

Black Hawk County, IA

Summary

Parcel ID 891411203021
Alternate ID
Property Address 307 N FRANCIS ST
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief THEIMERS 1ST ADDITION W 1/2 LOT 1 EXC N 67.5 FT THEREOF & EXC S 35.7 FT
Tax Description THEREOF
 (Note: Not to be used on legal documents)
Deed Book/Page 2020-008390 (11/6/2019)
Contract Book/Page
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-11

Owner information

Deed	Mail To
HULBERT, CHASE L	HULBERT, CHASE L
307 N FRANCIS ST	307 N FRANCIS ST
CEDAR FALLS IA 50613	CEDAR FALLS IA 50613

Address Change Form

[Link to the Address Change Form](#)

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
11/4/2019	CAROLAN,AARON J	HULBERT,CHASE L	2020-00008390	NORMAL	Deed		\$171,500.00
3/26/2019	US BANK NA	CAROLAN,AARON J	2019-00014406	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		\$83,750.00
10/24/2018	FLAHERTY,MATTHEW A	U S BANK NATIONAL ASSOCIATION	2019-00006907	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		\$83,626.00
3/21/2008	WETLAUFER,DANIEL L	FLAHERTY,MATTHEW A	2008-00018645	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$106,000.00
11/25/2002	MC DERMOTT,PAULINE H ESTATE	WETLAUFER,DANIEL L	2003-16469	TRANSFER TO/BY ESTATE - PRIOR 09	Deed		\$86,000.00
5/17/1985			578-731	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$38,000.00

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 67.00 x 132.00
Lot Area 0.20 Acres;8,844 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling Occupancy	Single-Family / Owner Occupied
Style	1 Story Frame
Architectural Style	N/A
Year Built	1957
Exterior Material	Vinyl
Total Gross Living Area	870 SF
Attic Type	None;
Number of Rooms	4 above; 1 below
Number of Bedrooms	2 above; 1 below
Basement Area Type	Full
Basement Area	870
Basement Finished Area	500 - Living Qtrs. (Multi)
Plumbing	1 Standard Bath; 1 Shower Stall Bath;
Central Air	Yes
Heat	Yes
Fireplaces	
Porches	
Decks	
Additions	
Garages	390 SF - Att Frame (Built 1957);

Yard Extras

#1 - (1) Shed W10.00 x L10.00 100 SF, Metal Shed, Average Pricing, Built 1995

Permits

Permit #	Date	Description	Amount
CF 01422	06/17/2019	Int-Remodel	12,000
CF HA 00263	06/17/2019	Furnace	0
CF 16394	06/08/2010	Siding	12,958

Valuation

	2023	2022	2021	2020	2019
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$27,910	\$27,910	\$27,910	\$19,700	\$19,700
+ Assessed Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$123,400	\$102,080	\$102,080	\$109,030	\$95,940
= Gross Assessed Value	\$151,310	\$129,990	\$129,990	\$128,730	\$115,640
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$151,310	\$129,990	\$129,990	\$128,730	\$115,640

Taxation

	2022	2021	2020	2019
	Pay 2023-2024	Pay 2022-2023	Pay 2021-2022	Pay 2020-2021
+ Taxable Land Value	\$15,253	\$15,108	\$11,113	\$10,850
+ Taxable Improvement Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$55,787	\$55,256	\$61,503	\$52,838
= Gross Taxable Value	\$71,040	\$70,364	\$72,616	\$63,688
- Military Exemption	\$0	\$0	\$0	\$0
= Net Taxable Value	\$71,040	\$70,364	\$72,616	\$63,688
x Levy Rate (per \$1000 of value)	33.77998	34.51570	33.00838	33.14094
= Gross Taxes Due	\$2,399.73	\$2,428.66	\$2,396.94	\$2,110.68
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$2,399.73	\$2,428.66	\$2,396.94	\$2,110.68

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2022	March 2024	\$1,200	No		
	September 2023	\$1,200	Yes	9/19/2023	525506
2021	March 2023	\$1,214	Yes	3/17/2023	431814
	September 2022	\$1,214	Yes	9/20/2022	
2020	March 2022	\$1,198	Yes	3/17/2022	323021
	September 2021	\$1,198	Yes	9/20/2021	
2019	March 2021	\$1,055	Yes	3/17/2021	256778
	September 2020	\$1,055	Yes	9/18/2020	
2018	March 2020	\$987	Yes	3/17/2020	064220
	September 2019	\$987	Yes	9/26/2019	
2017	March 2019	\$983	Yes	10/9/2018	064220
	September 2018	\$983	Yes	9/19/2018	
2016	March 2018	\$1,006	Yes	3/14/2018	064220
	September 2017	\$1,006	Yes	9/28/2017	

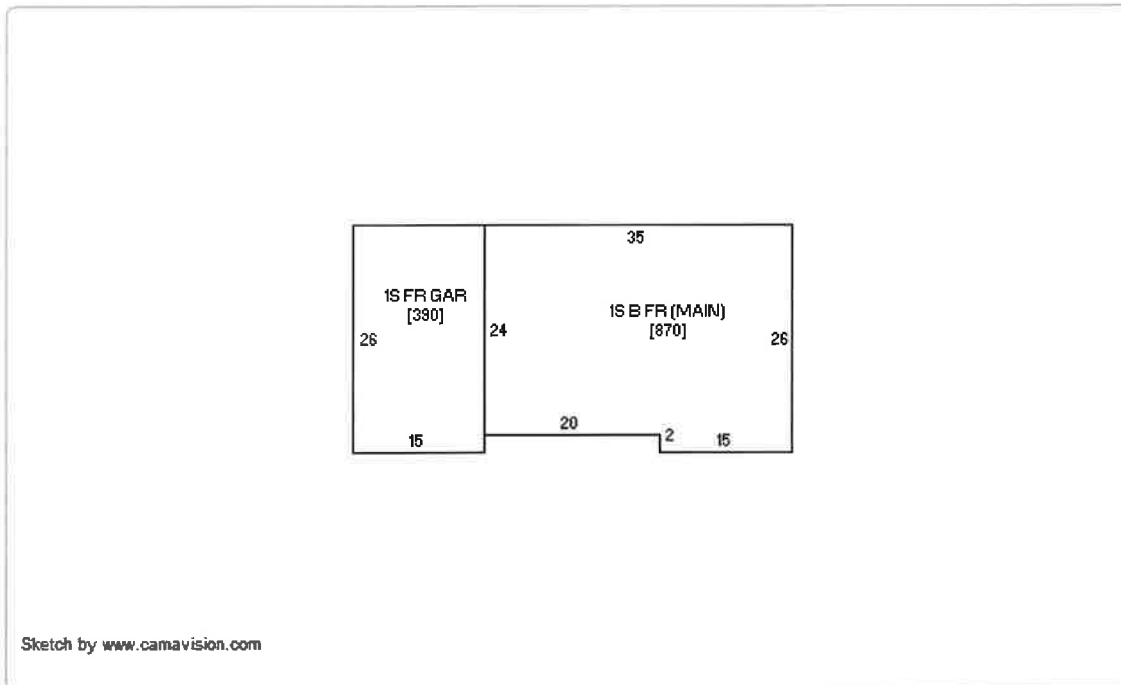
Pay Property Taxes

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

Photos



Sketches



Map



Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 03/04/2021 To: 03/04/2024

Sales by Neighborhood

Sales by Subdivision

1500 Feet Sales by Distance

Homestead Tax Credit and Exemption

Apply Online for the Homestead Tax Credit and Exemption

Military Service Tax Exemption Application

Apply Online for the Military Service Tax Exemption

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Exemptions, Tax Sale Certificate, Special Assessments, Board of Review Petition.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. | User Privacy Policy | GDPR Privacy Notice Last Data Upload: 3/2/2024, 12:30:39 AM

Contact Us



Prepared by: Kim Kerr, 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 REMOVE A TREE FROM THE PROPERTY LOCATED AT 307 N. FRANCIS STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-11-203-021

WHEREAS, it was determined that the property located at 307 N. Francis Street, being legally described as THEIMERS 1ST ADDITION WEST ½ LOT 1 EXC N 67.5 FT THEREOF & EXC 35.7 FEET THEREOF, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-203-021, was in violation of City of Cedar Falls Ordinance Section 15-2(20) for the presence of dead or diseased ash trees, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record consented for the City to remove the ash tree at the expense of said owner, and timely repay the costs as indicated in the signed Ash Tree Removal Agreement, and

WHEREAS, after an invoice and notice for the services performed for removal of tree and stump were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$2500.00**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

THEIMERS 1ST ADDITION WEST ½ LOT 1 EXC N 67.5 FT THEREOF & EXC 35.7 FEET THEREOF, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-203-021

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 18th day of March 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Human Resources Division

TO: Mayor Laudick and City Council Members
FROM: Bailey Schindel, Human Resources Manager
DATE: March 11, 2024
SUBJECT: 2024 City Volunteer Initiative Day of Service Contract

Attached for your approval is a 2024 City Volunteer Initiative Day of Service contract. The Volunteer Center of the Cedar Valley (VCCV) reached out to Mayor Laudick to see if the City of Cedar Falls would like to participate in the Volunteer Iowa city volunteer engagement training cohort. The program would provide four training sessions to a team of at least three City officials and support monies to support city staff to develop, implement, and enhance volunteer engagement along with a city staff created 9/11 day of service activity that the VCCV will support with implementation at no cost to the City funded by the VCCV with recent donations.

If you have questions regarding the attached, feel free to contact me at 319-268-5531.

Attachment

CONTRACT DECLARATIONS AND EXECUTION

Contract #: STRTVOI 24301		Procurement type/#: less than \$15K
CONTRACT INFORMATION		
Title of Contract: 2024 City Initiative Day of Service		
Start Date: 3/25/2024	End Date of Base Term of Contract: 9/30/2024	End Date of Contract*: 9/30/2024
*Possible Extension(s): NA		
CONTRACT FUNDING:		
Maximum Contract Amount: \$4,000	Maximum Base Term Amount: \$4,000	ANNUAL funding amount by source: FEDERAL: \$4,000

Parties to the Contract. This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. The Contract is entered into by the following parties:

CONTRACTOR (hereafter "Contractor"):	
Contractor Legal Name and Principal Address (including DBA): City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613	Tax ID #: 4332
Organized under the laws of: Iowa	Type of Business: Local Government
Contractor's authorized officials. The Contractor shall notify the Agency in writing within ten (10)	

working days of any change of Contractor's Authorized Officials identified in this section.	
Contractor's Contract Manager This individual is responsible for financial and administrative matters of this contract. Name: Bailey Schindel Title: Human Resources Manager E-Mail: baily.schindel@cedarfalls.com Phone: 319-268-5531	This space is intentionally left blank.
Contractor's Program Manager Name: Bailey Schindel Title: Human Resources Manager E-Mail: bailey.schindel@cedarfalls.com Phone: 319-268-5531	Contractor's Billing/Claims Contact Name: Bailey Schindel Title: Human Resources Manager E-Mail: baily.schindel@cedarfalls.com Phone: 319-268-5531

Agency of the State (hereafter "Agency"):	
Name/Principal Address of Agency: Iowa Commission on Volunteer Service, Lucas State Office Building, 321 East 12th Street Des Moines, IA 50319	This space is intentionally left blank.
Agency authorized officials.	
Agency Contract Owner Name: Adam Lounsbury Email: adam.lounsbury@volunteeriowa.org	Agency Contract Manager Name: Michelle Raymer Email: michelle.raymer@volunteeriowa.org Phone: 515-349-4725
Agency Program Manager Name: Michelle Raymer Email: michelle.raymer@volunteeriowa.org Phone: 515-349-4725	This space is intentionally left blank.

Contract Execution
The Contractor agrees to perform the work and to provide the services described in the Contract stated herein. In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.
The parties hereto have executed this contract on the day and year last specified below.

<p>For and on behalf of the Agency:</p> <p>By: _____</p> <p>Adam Lounsbury, Executive Director</p>	<p>For and on behalf of the Contractor:</p> <p>By: _____</p> <p>Bailey Schindel, Human Resources Manager</p>
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SECTION 1: Special Terms

1.1 Special Terms Definitions.

“Performance measures” means measures that assess the Deliverables or activity under this Contract. Performance measures include, but are not limited to quality, input, output, efficiency, and outcome measures.

1.2 Contract Purpose.

The Volunteer Iowa City Volunteer Initiative Training + Implementation Funding Program seeks to build capacity of organizations through volunteer engagement, culminating in a 9/11 Day of Service. The September 11th National Day of Service and Remembrance will mobilize Iowans to engage in service activities that meet vital community needs and honor the sacrifice of those who lost their lives or family members on September 11, 2001, or who rose in service as a result of that tragedy.

1.3 Scope of Work.

1.3.1 Contractor’s Deliverables:

In compliance with the Agency-approved work plan, the Contractor shall complete the following deliverables and work:

- 1.3.1.1 The contractor shall ensure a minimum of three people actively participating in all four city initiative training sessions
- 1.3.1.2 The contractor shall develop and submit an action plan for an organizational volunteer engagement strategy by July 1st, 2024
- 1.3.1.3 The contractor shall participate in monthly coaching calls
- 1.3.1.4 The contractor shall post one volunteer opportunity recruitment posting (at minimum) on the Volunteer Iowa statewide volunteer opportunity database for the Day of Service by August 1st, 2024
- 1.3.1.5 The contractor shall oversee the development and implementation of September 11th Day of Service activities to be completed on or near September 30th, 2024. Day of Service activities must engage a minimum of 75 individuals.
- 1.3.1.6 The contractor shall provide recognition of community volunteers.

1.3.2 Contractor’s Personnel for Project Implementation. The Contractor shall maintain an accurate listing of staff specified and accountable for project implementation, meeting all minimum staffing requirements (such as education and experience) as required by the Agency. The Personnel documentation is incorporated by

reference to this Contract. The Contractor shall notify the Agency in writing within ten (10) working days of any change of staff identified.

1.3.3 Required Progress Reporting and Monitoring.

1.3.3.1 Progress (Status Reports) The Agency requires the Contractor to report on the progress and performance of the Deliverables and work plans through regular progress reporting. Performance of Contractors completion of deliverables pursuant to the Agency approved work plans will be monitored through progress reports as outlined in this section. The Contractor shall complete and submit the following reports, data and information by the deadlines provided by the Agency. Reports shall be submitted in the manner outlined by the Agency. Upon Contractor's completion and submission of required reports by the scheduled due dates, the Agency will review and either approve or require additional information. The Agency shall review and monitor submitted reports, as well as other data and information for completeness, timeliness, and overall performance pursuant to the Contract.

- Status and Program Progress Reports. The Contractor shall submit required reports within 30 days of the end of the reporting period. Reports must describe the deliverables and work performed. Reports will be reviewed by the Agency to determine satisfactory completion and progress.

Due Date(s):

Pre- Day of Service Status Report: due 6/15/2024

Post- Day of Service Status Report: due 3 days after event (no later than 9/30/2024)

Final Report: (Reporting Period: 3/25/2024-9/30/2024) due 10/30/2024

1.3.4 Site Visit Reviews (may be in person or virtual). The Agency may elect to conduct site reviews, which may be in person, or via virtual platform, or other method as deemed appropriate by the Agency. The frequency and need for site reviews will be determined at the discretion of the Agency.

1.4 Performance Measure and Monitoring Expectations.

Reimbursement of expenses under the contract will be based upon successful performance in meeting the requirements and deliverables outlined in section 1.6.2. All deliverables must meet Agency approval prior to payment of the reimbursement. Failure to provide deliverables meeting Agency satisfaction will result in non-payment of corresponding deliverable.

The Contractor shall track and provide documentation for the following, to be submitted in the status and final reports:

- Names of representatives attending trainings
- Organizational volunteer engagement strategy action plan
- 9/11 Day of Service activity plans
- Number of volunteers recruited, trained, and committed to one or more future service activities
- Number of volunteer hours served by participating volunteers
- Number of organizations engaged and committed to one or more future service activities that honor and reflect MLK Day and/or September 11th.

1.5 Agency Monitoring and Review.

The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review of performance measures, work plans, progress (status) report submissions, claims, and, as applicable, site visits; however, reviews may occur more frequently or via additional methods, at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data or documentation. The Agency may consider information from other sources.

In cases of request for additional information, data, site visits, meetings, etc.; The Contractor shall ensure the cooperation of the Contractor's employees, agents, and board members in such efforts and shall provide all requested information to the Agency in the manner determined by the Agency. The Contractor also agrees that the Agency or the Agency's duly authorized and identified agents or representatives of the state and federal governments shall have the right to access any and all information pertaining to the Contract, conduct site visits, conduct quality assurance reviews, review Contract compliance, assess management controls, assess the Contract services and activities, and provide technical assistance.

Following each site visit or review of information, the Agency may submit a written report to the Contractor which identifies the findings. The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person or virtually, whichever is deemed most appropriate as solely determined by the Agency. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring or review activities.

1.5.1 Problem Reporting.

1.5.1.1 Identification of Deficiencies. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Agency has final authority to approve problem-resolution activities.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

1.5.1.2 Addressing Deficiencies. To the extent that Deficiency(s) are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a corrective action plan or performance improvement plan with time frames acceptable to the Agency to resolve the Deficiencies. The plan shall be submitted to the Agency for approval within timeframes specified by the Agency.

Upon Agency approval of the plan, the Contractor shall implement and comply with the plan.

1.6 Contract Payment Clause.

1.6.1 Pricing. In accordance with the payment terms outlined in this section and the Contractors completion of the Scope of Work as set forth in this contract, the Contractor will be compensated an amount not to exceed \$4,000 during the entire term of this Contract, which includes any extensions or renewals thereof.

Contractors may not exceed the available funds for each contract year as outlined in the Payment Table below, and may not carryover funds into a consecutive contract year without a written amendment executed by all parties.

Annual reimbursements shall not exceed the following:

Payment Table		
Contract Year	Period of anticipated available funds*	Anticipated Funding Amount
Contract Year 1 (Base term)	March 25, 2024- September 30, 2024	\$4,000

*Available funds will be based on the annual period, on a cumulative basis.

Note: continued payment for contract extension years is contingent upon extension of the Contract.

1.6.2 Payment Methodology/Reimbursement for Services (Budgets).

In accordance with the payment terms outlined in this section and the Contractors completion of the Scope of Work as set forth in this Contract, the Contractor will be reimbursed for eligible expenses pursuant to the reimbursement methodology for each annual period as outlined in the budget. As required by the Agency, the Contractor shall propose budgets for the period of time and in the format determined by the Agency with each annual period, renewal or extension of the Contract.

It is anticipated that budgets will be added on an annual basis, pursuant to the Payment Table, available funding column above in section 1.6.1. The Agency approved budgets are incorporated by reference. Reimbursement for expenses will be in compliance with the Agency approved budget(s).

Deliverable-based Reimbursement.

Deliverable (description)	Due Date	Fixed Cost
Attendance of 3 people (at minimum) at all four training sessions	May 31 st , 2024	\$2,000

Development and submission of volunteer engagement strategy action plan	July 1 st , 2024	\$500
Development of September 11th Day of Service activities and posting of one (at minimum) opportunity on the Volunteer Iowa statewide volunteer opportunity database	August 1 st , 2024	\$500
Implementation of September 11th Day of Service activities engaging a minimum of 75 volunteers	September 30 th , 2024	\$1,000
Total Fixed Cost:		\$4,000

*Reimbursements will not be provided until the Department approves the deliverable.

Reimbursement under this Contract will be deliverable-based pursuant to the determined deliverable. Reimbursement under the contract will be based upon the Contractor's successful completion of the deliverable. All deliverables must meet Agency approval prior to payment of the reimbursement amount. Failure to provide deliverables meeting Agency satisfaction will result in non-payment of corresponding deliverable.

The amounts determined per deliverable are fixed costs, all-inclusive and no other costs or expenses will be provided to the Contractor. Changes to a deliverable description or changes to fixed costs for specific deliverable(s) that will not change the overall annual budget may be allowed, but require prior written approval by the Agency. The Contractor shall submit a written justification request to the Agency for the proposed change. If approved, the Agency will initiate an amendment, see section 1.6.2.2.

1.6.2.2 Budget modifications. Modifications to Agency-approved/current version budgets require Agency review and written approval prior to allowing the change, and the change may require an amendment to the Contract. The Contractor shall submit a written justification to the Agency for requests to modify budgets. The following situations are examples that will require a Contract amendment, however, the Agency may, at our sole discretion, require Contract amendments for additional situations:

- When the Contractor anticipates expenditures against a budget line, unit cost, or Deliverable item not previously approved or open.
- When a fixed cost or cost per unit changes.
- When the annual or total contract amount changes.

1.6.3 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment or change order to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Services or Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.6.3.1 Travel Reimbursement Limitations. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the [Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210](#), and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement. The Agency will **not** reimburse the Contractor travel amounts in excess of limits established by the Iowa Department of Administrative Services.

1.6.3.2 Lodging Restrictions. To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stopthiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screenshot of this verification showing the lodging provider is a certified location with the claim for reimbursement. This applies to all in-state lodging, conferences, meetings, or any other state funded event. Use of lodging providers who are not certified will not be reimbursed. Certification of a lodging provider will be verified by the Agency before reimbursing this expenditure in a claim.

1.6.4 Payment Terms.

1.6.4.1 Reserved.

1.6.4.2 Timeframes for Regular Submission of Claims. The Contractor shall submit a claim and any required supporting documentation itemizing work performed and for services rendered in accordance with this Contract and the Reimbursement for Services budget. The claim shall be submitted monthly within 30 days of the month of expenditures.

Unless a longer time frame is provided by federal law, and in the absence of the express written consent of the Agency, all Claims shall be submitted within six months from the last day of the month in which the services were rendered.

Claim Adjustments: All adjustments made to Claims shall be submitted to the Agency within ninety (90) days from the date of the Claim being adjusted. Claims shall comply with all applicable rules concerning payment of such claims.

1.6.4.3 Payment of Claims. The Agency shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of Claims before making payment. The Agency will review for accuracy and either approve or require additional information or edits to the Claim. The Agency may elect not to pay claims that are considered untimely as defined in this Contract. Final

Claim payment may be withheld until all contractually required reports have been received and accepted by the Agency. At the end of the contract period, unobligated contract amount funds shall revert to the Agency.

The Agency shall pay all approved Claims in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.6.4.4 Submission of Claims at the End of State Fiscal Year (SFY).

Notwithstanding the time frames above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Claims to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30), regardless of funding source.

1.6.4.4.1 Late End of SFY Claims. The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for the end of state fiscal year claim(s) submitted after August 1st, the Contractor may submit the late claim(s). The Agency may require a justification from the Contractor for the untimely submission. The Agency may reimburse the claim if funding is available after the end of the state fiscal year. If funding is not available after the end of the state fiscal year, the Agency may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

1.8 Insurance Certificate. Pursuant to the General Terms Section 2.7, Contractors shall submit an insurance certificate(s) meeting the minimum amounts outlined in the table below to the Agency’s Contract Manager.

The Contractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed	\$1 Million
	Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million

Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
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Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

1.9 Data Sharing. Reserved.

1.10 Incorporation of General and Contingent Terms.

1.10.1 General Terms for Service Contracts (“Section 2”). The General Terms for Service Contracts effective August 1, 2023 as posted to the Agency’s website at <https://hhs.iowa.gov/contract-terms> are incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2. By signing the Contract, the Contractor certifies that they have reviewed and agrees to all the terms set forth therein and has not made any changes.

1.10.2 Contingent Terms for Service Contracts (“Section 3”). The Contingent Terms for Services Contracts Effective August 1, 2023 as posted to the Agency’s website at <https://hhs.iowa.gov/contract-terms> are incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3. By signing the Contract, the Contractor certifies that they have reviewed and agrees to all the terms set forth therein and has not made any changes.

1.11 Additional Terms. The Contractor shall comply with the following:

Contractor subject to Iowa Code Chapter 8F?	
No, this contract is NOT subject to Iowa Code chapter 8F	
Federal Subrecipient Reporting and FFATA Reporting:	
Federal Subrecipient Reporting required? No	Federal Funding Accountability and Transparency Act (FFATA) Reporting required by Contractor? No

IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SECTION 2. GENERAL TERMS FOR SERVICE CONTRACTS

August 1, 2023

2.0 Contractor Registration. The Contractor shall register with the Iowa Secretary of State prior to execution of the Contract. Only properly registered contractors will be entitled to payment. Registration can be performed electronically at the Iowa Secretary of State's website at <https://sos.iowa.gov/>. Contractors are responsible for maintaining current and accurate registration information during the term of the Contract.

2.1 Definitions. When appearing as capitalized terms in this Contract (including any attachments) the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

"Acceptance" means that the Agency has determined that one or more Deliverables satisfy the Agency's Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency's Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency's Acceptance Tests.

"Acceptance Criteria" means the Specifications, goals, performance measures, testing results or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

"Acceptance Tests" or **"Acceptance Testing"** mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

"Applicable Law" means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code Chapter 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

"Bid Proposal" or **"Proposal"** or **"Application"** means the Contractor's proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.

"Business Days" means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

"Confidential Information" means, subject to any applicable State and federal laws and regulations, including, but not limited to, Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a "Disclosing Party") to the other party (a "Receiving Party") that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients, subjects, or applicants of Agency services and recipients of Contract services including, but not limited to protected health information (45 C.F.R. § 160.103), personal information (Iowa Code § 715C.1(11)), reportable disease information (Iowa Code § 139A.3, 641 IAC chapter 1), medical records (Iowa Code § 22.7(2)), immunization information (641 IAC 7.11), public health information (Code of Iowa, Title IV), substance use treatment information (42 CFR Part 2), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or

systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

“**Contract**” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section.

“**Deficiency**” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“**Deliverables**” means all the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.

“**Documentation**” means all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“**Equipment**” means any item costing \$5,000 or more and having an anticipated life of one year or more.

“**Invoice**” means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

“**Solicitation**” means the formal or informal procurement (and any addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

“**Special Contract Attachments**” means any attachment to this Contract.

“**Special Terms**” means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms.

“**Specifications**” means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“**State**” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

2.2 Duration of Contract. The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.

2.3 Scope of Work. The Contractor shall provide the necessary facilities, materials, services, and qualified personnel to satisfactorily perform and provide all work and services set forth in this Contract. The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

2.4 Compensation.

2.4.1 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

2.4.2 Erroneous Payments and Credits. The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

2.4.3 Offset Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

2.5 Termination or Suspension.

2.5.1 Termination for Cause by the Agency. The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition, or provision of this Contract, if such breach is not cured within the time specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

2.5.1.1 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.5.1.2 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

2.5.1.3 The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

2.5.1.4 The Contractor terminates or suspends its business;

2.5.1.5 The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

2.5.1.6 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

2.5.1.7 The Agency determines or believes the Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

2.5.1.8 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret related to work under this Contract;

2.5.1.9 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

2.5.1.10 Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

2.5.2 Termination Upon Notice. Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

2.5.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

2.5.3.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract;

2.5.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion;

2.5.3.3 If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified;

2.5.3.4 If the Agency's duties, programs or responsibilities are modified or materially altered; or

2.5.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

2.5.4 Other Remedies. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

2.5.5 Limitation of the State's Payment Obligations. In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, Termination for Cause by the Agency) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, Termination Due to Lack of Funds or Change in Law, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

2.5.5.1 The payment of unemployment compensation to the Contractor's employees;

2.5.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.5.5.3 Any costs incurred by the Contractor in its performance of the Contract, including, but

not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;

2.5.5.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract;

2.5.5.5 Any amount or form of payment that would violate State or federal law; or

2.5.5.6 Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

2.5.6 Contractor's Contract Close-Out Duties. Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:

2.5.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.

2.5.6.2 Immediately cease using and return to the Agency or otherwise maintain or provide any property or data, records, or materials, whether tangible or intangible, provided by the Agency to the Contractor, as directed by the Agency.

2.5.6.3 Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider. The Contractor shall ensure a smooth transition of services to clients, regardless of whether this Contract terminates prior to or upon the expiration date of the Contract. If the Contractor fails to ensure a smooth transition of services to clients, the Agency may, at its sole discretion, place the Contractor on a publicly available list of contractors barred from entering into any contract with the Agency.

2.5.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor or that the Agency determines do not satisfy its Acceptance Tests.

2.5.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

2.5.6.6 Address any equipment purchased with Agency funds with the Agency. Title to any Equipment purchased in whole or in part with Agency funds through this Contract resides with the Agency. Upon Contract expiration or termination the Agency reserves the right to transfer title to the Equipment to the State, the Contractor, or another contractor.

2.5.7 Termination for Cause by the Contractor. The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

2.5.8 Suspension. When, as determined by the Agency, a Contractor has materially failed to comply with the terms and conditions of the Contract, the Agency may suspend the Contract, in

whole or in part, upon written notice. The notice of suspension will state the reason(s) for the suspension, any corrective action required, and the effective date.

2.5.8.1 The Agency shall have the right to suspend the contract without penalty by providing ten (10) days written notice to the Contractor if any of the following conditions exist:

- The legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract;
- Adequate funds are de-appropriated, reduced, or not allocated or available or if funds needed by the Department, at the Department’s sole discretion, are insufficient for any reason;
- The Department’s authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department; or
- The Department’s duties are substantially modified.

2.5.8.2 A suspension shall be in effect until the Contractor has provided evidence satisfactory to the Agency that corrective action has been or will be taken, until the contract is terminated; or until sufficient funding is reallocated to the Agency, as determined by the Agency in its sole discretion.

2.5.8.3 Obligations incurred by the Contractor during the suspension period shall not be allowed unless expressly authorized in the notice of suspension or otherwise expressly approved by the Agency.

2.6 Indemnification.

2.6.1 By the Contractor. The Contractor and its successors and assignees agree to indemnify and hold harmless the State, the Agency, and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the “Indemnified Parties”), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General’s Office,) and the costs, expenses, and attorneys’ fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

2.6.1.1 Any breach of this Contract;

2.6.1.2 Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

2.6.1.3 The Contractor’s performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

2.6.1.4 Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;

2.6.1.5 Any failure by the Contractor to comply with all federal, state, and local laws and regulations applicable to this Contract; or

2.6.1.6 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark,

trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

2.7 Insurance.

2.7.1 Insurance Requirements. The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. The Contractor's insurance shall, among other things:

2.7.1.1 Be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy;

2.7.1.2. Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers' Compensation, or the Contractor shall obtain an endorsement to the same effect; and

2.7.1.3 Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation.

The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

2.7.2 Types and Amounts of Insurance Required. Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

2.7.3 Certificates of Coverage. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

2.7.4 Notice of Claim. Contractor shall provide prompt notice to the Agency of any claim related to the contracted services made by a third party. If the claim matures to litigation, the Contractor shall keep the Agency regularly informed of the status of the lawsuit, including any substantive rulings. The Contractor shall confer directly with the Agency about and before any substantive settlement negotiations.

2.8 Ownership and Security of Agency Information.

2.8.1 Ownership and Disposition of Agency Information. Any information, records, or data either supplied by the Agency to the Contractor, or collected by the Contractor, in the course of the performance of this Contract shall be considered the property of the Agency ("Agency Information"). The Contractor shall not use Agency Information for any purpose other than providing services under the Contract. The Contractor shall not disclose, sell, assign, lease, or

otherwise provide Agency Information to third parties, except as expressly authorized through the Contract, and the Contractor shall not allow commercial exploitation of Agency Information by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment or equipment/media.

2.8.2 Foreign Hosting and Storage Prohibited. Confidential Information shall be hosted and stored within the continental United States only.

2.8.3 Access to Agency Information that is Confidential Information. The Contractor and its employees, agents, and subcontractors may have access to Agency Information that is Confidential Information only to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with the State's policies, procedures, and standards, and all restrictions, obligations, and responsibilities of the Contractor with regard to Confidential Information under this Contract shall also apply to the subcontractors, and the Contractor shall include in all of its subcontracts a clause that so states. The Contractor shall maintain written documentation of all agents and subcontractors with access to Agency Information that is also Confidential Information and provide this documentation to the Agency upon request. In all instances, access to Confidential Information from outside of the continental United States, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

2.8.4 No Disclosure of Confidential Information. The Contractor shall maintain the confidentiality of and protect from unauthorized disclosure all Agency Information that is Confidential Information. The Contractor shall not disclose any Confidential Information collected, maintained, or used in the course of performance of the Contract only except as expressly permitted herein or required by law and this Contract. The Contractor shall not link any data provided by the Agency with any other data systems or data sets without prior written permission from the Agency. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

2.8.5 Contractor Breach Notification Obligations. The Contractor shall immediately report to the Agency Contract Manager any unauthorized access or disclosure of Confidential Information. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

2.8.6 Compliance of Contractor Personnel. The Contractor and the Contractor's personnel shall comply with the State's security and personnel policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security incidents and breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State Information Technology security standards and policies. By way of example only, see Iowa Code 8B.23, and <https://ocio.iowa.gov/home/standards>.

2.8.7 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

2.8.8 Return and/or Destruction of Information. Notwithstanding Contractor's obligations for

maintaining records expressly contained herein, including 2.12.25.2, upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. The Contractor shall comply with these directives within thirty (30) days unless another timeframe is mutually agreed upon by the parties. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

2.9 Intellectual Property.

2.9.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title, and interest in and to all Deliverables and all intellectual property and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

2.9.2 Waiver. To the extent any of the Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

2.9.3 Further Assurances. At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.9, Intellectual Property.

2.9.4 Publications. Unless expressly authorized by the Contract, the Contractor shall not publish in any format any final or interim report, document, form, presentation, or other material developed as a result of this Contract without the express written consent of the Agency as requested through the Contract Manager. Any publication containing Agency Information shall follow all Agency confidentially policies and procedures. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

2.10 Warranties.

2.10.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.10.3, the provisions of this section apply during the Warranty Period as defined in the Special Terms.

2.10.2 Contractor represents and warrants that:

2.10.2.1 All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

2.10.2.2 The Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

2.10.2.3 The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

2.10.3 The Contractor represents and warrants that:

2.10.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and the Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the

Contractor in this section.

The warranty provided in this Subsection 2.10.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

2.10.4 The Contractor represents and warrants that the Deliverables shall:

2.10.4.1 Be free from material Deficiencies; and

2.10.4.2 Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Special Terms. During the Warranty Period the Contractor shall—at its expense—repair, correct, or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to, or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverables to the Agency’s satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract—notwithstanding that such Deliverables may have been accepted by the Agency—and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverables.

2.10.5 The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

2.10.6 The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

2.10.7 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

2.11 Acceptance of Deliverables.

2.11.1 Acceptance of Written Deliverables. For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials (“Written Deliverables”). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will

notify the Contractor whether the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency's Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

2.11.2 Notice of Acceptance and Future Deficiencies. The Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

2.12 Contract Administration.

2.12.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

2.12.2 Incorporation of Documents. To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein.

2.12.3 Intent of References to Bid Documents. To the extent this Contract arises out of a Solicitation, the references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

2.12.4 Compliance with the Law; Nondiscrimination in Employment. The Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

2.12.4.1 The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

2.12.4.2 The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

2.12.4.3 In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.12.9, Use of Third Parties, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

2.12.4.4 Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future State contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

2.12.5 Procurement. The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

2.12.6 Non-Exclusive Rights. This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

2.12.7 Amendments. With the exception of the Contract end date, which may be extended in the Agency's sole discretion, this Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

2.12.8 No Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

2.12.9 Use of Third Parties. The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. For purposes of this Contract, third parties who perform any of the Contractor's obligations pursuant to this Contract are considered subcontractors. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

2.12.10 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. All litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any

immunity to suit or liability including without limitation sovereign immunity in State or Federal court which may be available to the Agency or the State of Iowa.

2.12.11 Assignment and Delegation. The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. The Contractor shall submit a written agreement with a proposed assignee or designee, as directed by the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

2.12.12 Integration and Order of Precedence. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract. In the event of a conflict between or among the provisions of the Contract, the conflict shall be resolved according to the following priority, ranked in descending order with the governing language from the Contract document listed first in the following list: (1) Written amendment mutually executed by the parties or as executed in accordance with Section 2.2, Duration of Contract; (2) Special Terms; (3) General Terms and Conditions for Service Contracts; (4) Contingent Terms for Service Contracts; (5) Solicitation; (6) Bid Proposal.

2.12.13 No Drafter. No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

2.12.14 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

2.12.15 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

2.12.16 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

2.12.17 Supersedes Former Contracts or Agreements. This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

2.12.18 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

2.12.19 Notice. Any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party. Each such notice shall be deemed to have

been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

2.12.20 Cumulative Rights. The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

2.12.21 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

2.12.22 Time is of the Essence. Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

2.12.23 Authorization. Each signatory to the Contract or subsequent Contract amendments and the Contractor represents and warrants that:

2.12.23.1 The signatory has the right, power, and authority to enter into this Contract and to bind the party represented by the signatory to this Contract, and the Contractor has the right, power, and authority to perform its obligations under this Contract.

2.12.23.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

2.12.24 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

2.12.25 Records Retention and Access.

2.12.25.1 Financial Records. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of

the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

2.12.25.1.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

2.12.25.1.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

2.12.25.1.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

2.12.25.1.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

2.12.25.2 Client Records. The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.

2.12.25.3 Contractual Records. The Contractor agrees to provide to the Agency, upon request, all records related to the Contract including but not limited to client records, statistical information, data, board and other administrative records, and financial records including budget, accounting activities, financial statements, and audit information. This includes records related to the Contract that may be in the possession of the Contractor's agents or subcontractors.

2.12.25.4 Equipment Records. The Contractor shall maintain inventory control records and maintenance procedures for all Equipment purchased in whole or in part with Agency funds or obtained from state surplus or the Agency. Equipment records shall include the following for each item: state tag number (or Contractor inventory number if no state tag has been assigned); description; physical location; name of the Contract purchased under; percentage of the total cost of item paid for by Agency funds; and, if available, vendor name, manufacturer's serial number, purchase price, date of acquisition, date of disposition, disposition price, and type of disposition.

A control system (including an annual physical inventory) shall be implemented and maintained to ensure adequate safeguards to prevent loss, damage, or theft of Equipment. Any loss, damage, or theft shall be investigated, fully documented, and reported to the Agency. The Contractor shall also report suspected theft to local law enforcement. Where the Contractor is authorized to sell the Equipment, sale procedures shall provide for competition to the extent practicable and result in the highest possible disposition price.

2.12.26 Audits.

2.12.26.1 The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance, unless specific exemption is granted in writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing a deficiency in internal control and/or material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

2.12.26.2 The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

2.12.26.3 Reimbursement of Audit Costs. If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor's noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor's review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

2.12.27 Staff Qualifications and Background Investigation. The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under applicable law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, partners, managerial, and supervisory personnel and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services. These background investigations may include, but may not be limited to: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks for specific categories of persons who have direct contact with the Agency's clients or provide services for the Agency's clients. By entering into this Contract, the Contractor explicitly authorizes the Agency to conduct background investigations. The Contractor shall fully cooperate with the Agency in obtaining authorization(s) on Agency forms and any required waivers or releases in a timely manner. Based on the results of these background investigations, the Agency may determine, in its sole discretion, to either not enter into a Contract, not extend a Contract, or to terminate the Contract in accordance with the Contract's termination provisions.

2.12.28 Solicitation. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

2.12.29 Obligations Beyond Contract Term. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract.

2.12.30 Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

2.12.31 Delays or Potential Delays of Performance. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision and the Agency agrees, in writing, to the Force Majeure.

2.12.32 Delays or Impossibility of Performance Based on a Force Majeure. Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a force majeure. The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; labor shortages; or supply chain disruptions.

If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

2.12.33 Right to Address the Board of Directors or Other Managing Entity. The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

2.12.34 Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

2.12.35 Immunity from Liability. Every person who is a party to the Contract is hereby notified

and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

2.12.36 Public Records. The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

2.12.37 Use of Name or Intellectual Property. The Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

2.12.38 Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on the Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

2.12.39 No Minimums Guaranteed. The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

2.12.40 Conflict of Interest. The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

2.12.40.1 Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause;

2.12.40.2 Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

2.12.40.3 Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

2.12.41 Certification Regarding Sales and Use Tax. By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

2.12.42 No State Funds for Lobbyists. No State appropriated funds or Other funds originating as State appropriated funds shall be used for the compensation of a lobbyist. For purposes of this section, “lobbyist” means the same as defined in Iowa Code Section 68B.2; however, “lobbyist” does not include a person employed by a state agency of the executive branch of state government who represents the agency relative to the passage, defeat, approval, or modification of legislation that is being considered by the general assembly.

**IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES
(HHS)
SECTION 3: CONTINGENT TERMS FOR SERVICE
CONTRACTS
August 1, 2023**

3.1 Federal Funds. HHS receives federal funding. As a recipient of federal funds, HHS and its subrecipients, contracting partners, and subcontractors must adhere to federal legislation passed by Congress, as well as codified regulations implemented through administrative requirements, executive orders, and other federal law when executing the funding and contract scope of work. Any revisions to applicable provisions of federal or state law and implementing regulations, and policy issuances and instructions, except as otherwise specified in this Contract, apply as of their effective date. If any terms of this Contract are determined to be inconsistent with rule or law, the applicable rule or law provision shall govern.

3.1.1 Federal Terms. 2 C.F.R. Part 200. Specific to the Code of Federal Regulations (C.F.R.) Title 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, specific language must be included in agreement articles, such as this Contract. Detailed in 2 C.F.R. Part 200, Appendix II, in addition to other provisions required by federal law, including but not limited to 45 C.F.R. Part 75, all contracts made by a non-federal entity under the federal awards must contain provisions covering the following, as applicable. The below provisions attempt to satisfy the requirements of 2 C.F.R. Part 200. This Contract does not encompass every federal law, regulation, or requirement that may apply to this Contract. By signing this Contract, the Contractor agrees to all applicable terms contained within 2 C.F.R. Part 200 and any other applicable federal requirement. If the Contractor or its Subcontractors violate this or any law, they may be subject to civil and/or criminal penalties, etc. as stated therein.

3.1.1.1 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. By signing the Contract, the Contractor certifies, to the best of its knowledge, understanding, and belief, that:

3.1.1.1.1 No Federal Funds Used. No federal appropriated funds have been paid or will be paid in what the undersigned believes to be a violation of 31 U.S.C. 1352, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, the modification of any federal contract, grant, loan, or cooperative agreement, or in any activity designed to influence legislation or appropriations pending before Congress.

3.1.1.1.2 Other Funds Used. 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 of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan,

or cooperative agreement, the undersigned shall complete and submit Standard Form-LI “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3.1.1.1.3 Certification. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and will require that all sub-recipients certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.1.1.2 Clean Air Act (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall comply with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act (42 U.S.C. 1857(h)), 508 of the Clean Water Act (33 U.S.C. 1368), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15).

3.1.1.3 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall comply with the Contract Work Hours and Safety Act, as applicable.

3.1.1.4 Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall comply with the Copeland “Anti-Kickback” Act, as applicable. If the Contractor or its Subcontractors violate this law, they may be subject to criminal penalties, etc. as stated therein.

3.1.1.5 Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.

3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall comply with the Davis-Bacon Act, as applicable.

3.1.1.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By signing this Contract, the Contractor certifies that it and its principals and subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

This certification is a material representation of fact upon which reliance was placed when the Agency determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the Agency may terminate this Contract.

The Contractor shall provide immediate written notice to the Agency if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The terms “covered transaction,” “debarment,” “suspension,” “ineligible,” “lower tier covered transaction,” “principal,” and “voluntarily excluded,” as used in this section, have the meanings set out in 2 C.F.R. part 180.

The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts.

3.1.1.7 Domestic preferences for procurements. As appropriate and to the extent consistent with law, as provided in 2 C.F.R. 200.322, Domestic Preference for Procurements, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The Contractor shall comply with 2 C.F.R. 200.322, to the extent applicable.

3.1.1.8 Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41

C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The Contractor shall comply with Equal Employment Opportunity, to the extent applicable.

3.1.1.9 Procurement of Recovered Materials. In the performance of this Contract, in accordance with 2 C.F.R. 200.323, Procurement of Recovered Materials, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3.1.1.10 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Recipients and subrecipients, in accordance with 2 C.F.R. 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor certifies that it will comply with 2 C.F.R. 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, to the extent applicable.

3.1.1.11 Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 C.F.R. 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The Contractor certifies that it will comply with 37 C.F.R. Part 401, to the extent applicable to this Contract.

3.1.2 Federal Financial Assistance Acknowledgment. The Contractor acknowledges that federal financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal awarding policies, procedures, and directives.

The Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the federal awarding agency may reserve certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

In accordance with, but not limiting to, 45 C.F.R. 95.617, the Contractor shall ensure that the Agency has all ownership rights in software or modifications thereof and associated documentation designed, developed or installed pursuant to the Contract. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, software and associated documentation designed, developed or installed in whole or in part with federal funds pursuant to this Contract.

3.1.3 Federal Law Contractor Certifications. By signing this Contract, the Contractor certifies its compliance, to the extent applicable, with the following:

- The Constitution of the United States.
- Medicaid Laws. Title XIX of the Social Security Act (42 U.S.C. 1396 et. seq.), applicable provisions of 42 C.F.R. 431.200 et. seq. and 42 C.F.R. part 438; waivers or variances approved by CMS; and the Rehabilitation Act of 1973.
- Pro-Children Act of 1994.
- Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 67, subpart F, for programs, as defined at 28 C.F.R. Part 67 sections 67.615 and 67.620.
- 2 C.F.R. 200 Subpart F—Audits of Federally-Funded Contracts: Audit of Non-Federal Entity.
- USDA’s regulation regarding nondiscrimination (7 C.F.R. parts 15, 15b), Title VI of the Civil Rights Act of 1964 (Public Law 83-352), section 11(c) of the Food Stamp Act of 1977, as amended, the Food Stamp Act of 1977, as amended, the Age Discrimination, Act of 1975 (Public Law 95-135) and the Rehabilitation Act of 1973 (Public Law 93-112, section 504) and all requirements imposed by regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the Food Stamp Program.

3.1.4 Audits of Federally-Funded Contracts: Audit of Non-Federal Entity. Non-federal entities, as that term is defined in 45 C.F.R. § 75.2, that expend \$750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single audits must be completed and the data collection form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after the Contractor’s receipt of the auditor’s report(s), or nine months after the end of the audit period. The Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing material findings, if provided by the auditor, promptly

following receipt by Contractor. The Contractor shall also submit one (1) copy of the final audit report to the Agency within thirty (30) days after the Contractor's receipt thereof, if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. The requirements of this subsection shall apply to the Contractor as well as any subcontractors.

When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing are not required for those compliance requirements. However, the auditor must report a significant deficiency or material weakness in accordance with 2 C.F.R. § 200.516 Audit findings, assess the related control risk at the maximum, and consider whether additional compliance tests are required because of ineffective internal control.

The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

3.1.5 Contractor Employee Whistleblower Protections. The Contractor must comply with 41 U.S.C. 4712 which provides "employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal" for "whistleblowing." In addition, whistleblowing protections cannot be waived by any agreement, policy, form or condition of employment.

3.1.5.1 Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of a law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract) or grant.

3.1.5.2 To qualify under the statute, the employee's disclosure must be made to:

- A member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants, contracts, subgrants, and subcontracts.

3.2 Business Associate Agreement. If the Contractor performs certain services on behalf of or for a designated HIPAA-covered component of the Agency and meets the definition of business associate in 45 CFR 160.103, then the Contractor is a business associate of the Agency for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 C.F.R. part 160 and 164. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum ("BAA"), and any amendments thereof, as posted to the Agency's website: <http://hhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

By signing this Contract, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. Notwithstanding anything to the contrary in the Contract, the Agency may amend the BAA by posting an updated version of the BAA on the Agency's website at: <http://hhs.iowa.gov/HIPAA/baa>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

If there is a conflict between the BAA and provisions in Section 2.8, Ownership and Security of Agency Information, the provisions in the BAA shall control.

3.3 Qualified Service Organization. If the Contractor is or will be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 C.F.R. part 2, the Contractor is a Qualified Service Organization and the Contractor acknowledges that it is fully bound by those regulations. The Contractor will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. part 2. "Qualified Service Organization" as used in this Contract has the same meaning as the definition set forth in 42 C.F.R. 2.11.

3.4 Certification Regarding Iowa Code Chapter 8F. If the Contractor is or becomes subject to Iowa Code chapter 8F during the term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:

3.4.1. As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

3.4.2 The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

3.4.3 Pursuant to Iowa Code § 8F.4, the Contractor shall file an annual report with the Agency and the Legislative Services Agency within ten (10) months following the end of the Contractor's fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:

3.4.3.1 Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

3.4.3.2 Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

3.4.3.3 Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

3.4.3.4 Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

3.4.3.5 Any changes in the information submitted in accordance with Iowa Code § 8F.3

3.4.3.6 A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

3.4.3.7 In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

3.5 Software Contracts.

3.5.1 Software Funded with Federal Funds. All software or modifications thereof and associated documentation designed, developed, or installed using federal funds is subject to 45 C.F.R. § 95.617.

3.5.2 Change Order Procedure. The Agency may at any time request a modification to Deliverables related to software using a change order. The following procedures for a change order shall be followed:

3.5.2.1 Written Request. The Agency shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.

3.5.2.2 The Contractor's Response. The Contractor shall submit to the Agency a firm cost proposal for the requested change order within five (5) Business Days of receiving the change order request.

3.5.2.3 Acceptance of the Contractor Estimate. If the Agency accepts the cost proposal presented by the Contractor, the Contractor shall provide the modified Deliverable subject to the cost proposal included in the Contractor response. The Contractor's provision of the modified Deliverables shall be governed by the terms and conditions of this Contract.

3.5.2.4 Adjustment to Compensation. The parties acknowledge that a change order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract.

3.5.3 Acceptance of Software Deliverables. Except as otherwise specified in the Scope of Work, all Deliverables pertaining to software and related hardware components ("Software Deliverables") shall be subject to the Agency's Acceptance Testing and Acceptance, unless otherwise specified in the Scope of Work. Upon completion of all work to be performed by the Contractor with respect to any Software Deliverable, the Contractor shall deliver a written notice to the Agency certifying that the Software Deliverable meets and conforms to applicable Specifications and is ready for the Agency to conduct Acceptance Testing; provided, however, that the Contractor shall pretest the Software Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Agency. At the Agency's request, the Contractor shall assist the Agency in performing Acceptance Tests at no additional cost to the Agency. Within a reasonable period of time after the Agency has completed its Acceptance Testing, the Agency shall provide the Contractor with written notice of Acceptance or Non-acceptance with respect to each Software Deliverable that

was evaluated during such Acceptance Testing. In the event the Agency provides notice of Non-acceptance to the Contractor with respect to any Software Deliverable, the Contractor shall correct and repair such Software Deliverable and submit it to the Agency within ten (10) days of the Contractor's receipt of notice of Nonacceptance so that the Agency may re-conduct its Acceptance Tests.

In the event the Agency determines, after re-conducting its Acceptance Tests with respect to any Software Deliverable that the Contractor has attempted to correct or repair pursuant to this section, that such Software Deliverable fails to satisfy its Acceptance Tests, then the Agency shall have the continuing right, at its sole option, to: (1) require the Contractor to correct and repair such Software Deliverable within such period of time as the Agency may specify in a written notice to the Contractor; (2) refuse to accept such Software Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Software Deliverable (or receive a refund of any fees or amounts already paid with respect to such Software Deliverable); (3) accept such Software Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Agency's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Software Deliverable or the costs likely to be incurred by the Agency to correct such Deficiencies; or (4) terminate this Contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 2.5.1, Termination for Cause by the Agency, of this Contract, the Agency may terminate this Contract pursuant to this section without providing the Contractor with any notice or opportunity to cure provided for in the termination provisions of this Contract. The Agency's right to exercise the foregoing rights and remedies, including termination of this Contract, shall remain in effect until Acceptance Tests are successfully completed to the Agency's satisfaction and the Agency has provided the Contractor with written notice of Final Acceptance.

3.5.4 Notice of Acceptance and Future Deficiencies. The Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER
110 E 13TH STREET
CEDAR FALLS, IOWA 50613
PH: 319-273-8636
FAX: 319-273-8656

MEMORANDUM

TO: Mayor Daniel Laudick and City Council
FROM: Brock Goos, Recreation Program Supervisor
DATE: February 29, 2024
SUBJECT: Collaborative Program Agreement – Youth Tennis Lessons

Attached is a One-year agreement with The Black Hawk Tennis Club to provide Youth Tennis Lessons as Part of our Summer Program Offerings. This partnership has been in place since 2022 and the continuation of this collaboration is being recommended by the Recreation Division staff.

The contract requires the contractor to furnish staff, onsite instruction and equipment to deliver these lessons, in exchange for 80% of program revenue. The Recreation Division will provide Registration, Promotion and Program Facilities.

We continue to work with The Black Hawk Tennis Club to provide our participants with quality recreation programming, and recommend the agreement through September 1, 2024.

Thank you.

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 THE BLACK HAWK TENNIS CLUB

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

1.0. Contractor's Services

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

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

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

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

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

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

2.0. Compensation

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

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

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

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

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on 9/1/2024 unless earlier terminated under the terms of this Agreement.

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

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

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

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

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

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

9.0. Indemnification and Hold Harmless.

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

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

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

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

10.0. Insurance.

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

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

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

11.0. Compliance with Laws and Regulations.

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

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

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

City:
Name: Brock Goos
Title: Recreation Program Supervisor
Address: 110 East 13th St.
Cedar Falls, IA 50613
Telephone: 319-273-8636
Email: Brock.Goos@cedarfalls.com

Contractor:
Name: Tara Sagers
Title: Director of Operations + Tennis Professional
Address: 1005 Black Hawk Rd
Waterloo, IA 50701
Telephone: 319-242-2911 cell / 319-232-7512 wk.
Email: tara.sagers@gmail.com

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

CONTRACTOR

Black Hawk Tennis Club

By: TARA J. SAGERS

Its: 

Date: 2/20/24

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____

Exhibit "A"

"Services" or "Scope of Services"

Cedar Falls Tennis and The Black Hawk Tennis Club shall provide

Program Staff including adequate professional onsite supervisors and proper subordinate staff equal to appropriate staff/participant ratio based upon activity and age of participants for the agreed upon below Tennis program schedule.

Red Ball Class	5-7 yrs	M&W	6/12 -7/19	11- 11:55
Orange Ball Class	7-10 yrs	M&W	6/12 -7/19	9- 9:55
Green Ball Class	10-12 yrs	M&W	6/12 -7/19	10- 10:55
Yellow Ball Class	12+	M&W	6/12 -7/19	11- 11:55
Red Ball Class	5-7 yrs	T & th	6/13 -7/20	11- 11:55
Orange Ball Class	7-10 yrs	T & th	6/13 -7/20	9- 9:55
Green Ball Class	10-12 yrs	T & th	6/13 -7/20	10- 10:55
Yellow Ball Class	12+	T & TH	6/13 -7/20	11- 11:55

All Necessary Program Equipment

City of Cedar Falls Rec Division shall provide

Program Participant registration, online, in person over the phone, Program Participant waivers,

Participant list with contact information or other requested data.

Participant communication, announcements or alerts

Adequate reserved Facilities Program Facility, Restrooms or Portables Units.

Basic program promotion

Exhibit "B"

Payment for Services

Upon successful completion of the program The City of Cedar Falls will share a program revenue/expense summary. Showing totals of registration fees to be paid to the Collaborating agency less a 20% administration fee and any other expenses accrued by the Recreation Division directly related to the operation of the program.

REVENUE - EXAMPLE		
Registration Fee		\$60.00
2nd - 4th Grade	25	\$1,500
5th & 6th grade	8	\$480
7th & 8th grade	2	\$120
Total Participants	35	
Total Number of Meetings	4	
REC EXPENSES		
Equipment = Balls	provided by club	\$0.00
Port-A-Potty	na	\$0.00
Maintenance	no lines	\$160.00
Equipment cones pinnies, flags	na	\$0.00
Initial Equipment Expense	na	\$0.00
Administration 20% after rec expenses		\$388.00
TOTALS		
Revenue		\$2,100
Total Expenses		\$548.00
Total Due to _____ Club	XXXX vendor number	\$1,552.00
EXPENSE -Per registration		\$15.66

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.

EXHIBIT "C"

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in this exhibit.

SMALL SERVICES – INSURANCE REQUIREMENTS**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

If a \$2M general aggregate cannot be provided, a \$1M general aggregate shall apply on a per project basis.

Automobile: (Combined Single Limit) \$1,000,000
If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Umbrella: \$1,000,000
The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Professional Liability (Errors & Omissions): \$1,000,000

Required Endorsements:

- Waiver of Subrogation
- 30-Day Cancellation and Material Change



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2024

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

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

PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704	CONTACT NAME: Jordyn Beranek PHONE (A/C, No, Ext): 319-234-8888 FAX (A/C, No): 319-234-7702 E-MAIL ADDRESS: jberanek@pdc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Secura Insurance Company NAIC # 22543	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BHTCINC-01
 Black Hawk Tennis Club
 c/o Chris Sagers
 PO Box 26
 Waterloo IA 50704

COVERAGES **CERTIFICATE NUMBER:** 1516166918 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	CP3238858	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Y	A3238859	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Y	CU3238861	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC3238860	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 A waiver of subrogation applies in favor of the City of Cedar Falls under the General Liability, Auto Liability, Workers Compensation and Umbrella policies. The carrier will endeavor to provide 30 day notice of cancellation.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay St Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RESOLUTION NO.

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
COLLABORATIVE PROGRAM AGREEMENT WITH THE
BLACK HAWK TENNIS CLUB RELATIVE TO
PROVIDING YOUTH TENNIS LESSONS**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a Collaborative Program Agreement with the Black Hawk Tennis Club relative to providing Youth Tennis Lessons, in conjunction with the summer recreational programs, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize execution of said Agreement.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 18th day of March 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

DEPARTMENT OF COMMUNITY DEVELOPMENT



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

MEMORANDUM

Planning & Community Services Division

TO: Mayor Laudick and City Council
FROM: Melissa Denning, Community Services Supervisor
DATE: March 18, 2024
SUBJECT: 2023 Payment Standards change to SAFMR for Section 8 HCV Program

INTRODUCTION:

HUD has introduced another option to determine the fair market rents in a community. The new Small Area Fair Market Rents (SAFMRs) are based on zip codes areas where the rent is known to be higher than the metro area. The SAFMRs for 50613 are considerably higher than the Metro Fair Market Rents (FMRs), which averages rents for the Waterloo/Cedar Falls metro area.

Staff have reached out to HUD to indicate we may be interested in opting into the new SAFMRs and they responded favorably to that request. At their February 21st meeting, the Housing Commission reviewed the new payment standards and recommended approval.

ANALYSIS:

Over the last several years, it has become increasingly difficult for low-income renters to find units they can afford within Cedar Falls, even with the assistance provided through the Housing Choice Voucher Program. Once the City issues a Housing Choice Voucher to an individual or family, they have 120 days to find a rental unit that is within the payment standards. If a voucher holder cannot find a rental unit within 120 days, the voucher expires. When voucher holders cannot find housing, the funds allocated to the City from HUD for this program sit idle and our program is underutilized, even though the need is high. Adopting the new SAFMRs would assist Housing Choice Voucher holders in locating safe and stable housing by increasing the number of rental units that fall within the payment standards. It would also help any current voucher holder whose landlord has increased or will be increasing the rent beyond the current FMRs. When faced with higher rents, a renter must either try to find a different rental unit within the payment standard or pay more of their limited monthly income toward rent.

The table below compares the current payment standards using the standard FMRs with the SAFMRs for 50613. HUD allows a local housing agency to set standards up to 110% of the SAFMRs based on local needs. Historically, the City has opted to utilize a 110% standard for one-to four-bedroom units, given the city's relatively higher cost rental market within the metro area. Staff recommends continuing with that practice because using 100% SAFMRs would only raise the payment standards by a small amount. We have already received notice from several landlords who serve Housing Choice Voucher holder of their intent to increase rents soon beyond what the 100% standard would cover.

HCV PROGRAM - CURRENT VERSUS PROPOSED PAYMENT STANDARDS					
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed
Current payment standard (110%)	\$704	\$810	\$1038	\$1375	\$1762
FFY2023 FMR (100%)	\$640	\$737	\$944	\$1250	\$1602
Proposed 2023 SAFMR payment standard (110%)	\$803	\$924	\$1177	\$1562	\$2002
FFY2023 SAFMR (100%)	\$730	\$840	\$1070	\$1420	\$1820

RECOMMENDATION:

The Housing Commission recommends that the City Council approve the proposal to increase the FFY2023 payment standards to 110% of the recently released SAFMRs for 50613, effective May 1, 2024.



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

INTEROFFICE MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Thomas Weintraut, Planner III
DATE: March 18, 2023
SUBJECT: Approval of Asbestos Testing Letter of Agreement for the Northern Cedar Falls Flood Buyout Program, Project No. FL-404-3198

On October 6, 2021, City Council approved a grant agreement between Iowa Homeland Security and Emergency Management (IDHSEM) and the City of Cedar Falls for the Cedar Falls Property Acquisition and Demolition Project. The funding that was approved as part of the agreement will allow the City to purchase four (4) properties in Northern Cedar Falls.

The grant agreement was amended in September 2022 to reduce the City’s matching fund portion to 0% because the Federal Government is assuming the City’s cost. On October 10, 2023, City Council approved an amended grant agreement with IDHSEM to approve funding to purchase two additional properties in Northern Cedar Falls. Only one of the property owners (1218 Cottage Row Road) chose to participate in the program.

Council approved the purchase agreement for the property on February 5, 2024, and the City anticipates closing on the property in April 2024. Once the City acquires the properties, asbestos testing must occur to determine if there is a presence of asbestos and if abatement is needed.

Quotes were requested from 12 contractors for the asbestos testing and clearance monitoring services, or confirming all the asbestos containing materials have removed. Only one quote was received that met all requirements. IDHSEM typically would like to have a minimum of three (3) quotes, but because of the difficulty getting quotes on the four (4) previously purchased properties, IDHSEM allowed the City to use one quote.

1218 Cottage Row Road

Company	Bid for Testing	Bid for Re-Inspection	Total Bid Amount
Hawkeye Environmental	\$850	\$200	\$1,050

The Community Development Department recommends approval of the Letter of Agreement for asbestos testing and clearance monitoring services with Hawkeye Environmental, for work at the above listed property. The testing will be completed within 5 days of issuance of the Notice to Proceed.

If you have any questions, please feel free to contact the Community Development Department.

Attachments: Contract
 Contract exhibits

xc: Stephanie Houk Sheetz, AICP, Director of Community Development
 Jennifer Rodenbeck, Director of Finance and Business Operations
 Karen Howard, Planning & Community Services Manager

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

This Agreement is by and between __Hawkeye Environmental__ (“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.

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

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

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

5.0. Termination.

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

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

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

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

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

9.0. Indemnification.

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

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

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

10.0. Insurance.

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

Insurance requirement waived: _____ (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.

Government-Mandated Provisions

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the City's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 2 CFR part 200 appendix II and 200.325.

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 20 days after notice of default has been given by City to Contractor, then City may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;
- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Agreement;
- d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

B. Termination for Cause. City may terminate this contract as set out in the foregoing Section A (d).

C. Termination for Convenience. City may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.

D. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **Davis-Bacon Act is not applicable to Disaster grant funding**

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

I. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

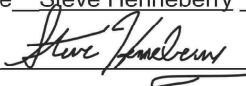
25.0. Notices.

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

City:	Contractor:
Name: <u>Thomas A Weintraut</u>	Name: <u>Steve Henneberry</u>
Title: <u>Planner III</u>	Title: <u>President</u>
Address: <u>220 Clay Street</u>	Address: <u>814 Wood Lily Road</u>
<u>Cedar Falls, IA 50613</u>	<u>Solon, IA 523333</u>
Telephone: <u>319-268-5184</u>	Telephone: <u>319-551-4441</u>
Email: <u>Thomas.Weintraut@cedarfalls.com</u>	Email: <u>Steve@hawkeyeenv.com</u>

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

CONTRACTOR

Name Steve Henneberry
By: 
Its: Hawkeye Environmental

Date: 02/14/24

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____

Request for Bids

The City of Cedar Falls has received Funding from FEMA through its Hazard Mitigation Grant Program to purchase a property located in the floodplain of the Cedar River. One of the requirements of the program is that the City does asbestos inspection to determine the presence of asbestos in the home prior to demolition of the structure.

The City of Cedar Falls would like your firm to submit a quote for the testing of asbestos at the following address:

1218 Cottage Row Road

Also, please include in your quote asbestos clearing monitoring services, as we will need to verify that the asbestos has been removed from the property after any abatement has been completed. A copy of the Contract and insurance requirements are attached.

The firm will be selected based on the proposed fee and completion date. The recommended contract will be forwarded for Council approval on or about February 19, 2024, and a Notice to Proceed will be issued shortly thereafter.

If you wish to submit a quote for this project, please submit it to Thom Weintraut via email @ Thomas.Weintraut@cedarfalls.com by 4 p.m. on Friday, February 9, 2024.

We look forward to receiving your proposal. Please contact me if you have any questions regarding the project.

Regards,

Thomas A. Weintraut, Jr., AICP



Thomas Weintraut, AICP
City of Cedar Falls
Planner III - Planning and Community Services
220 Clay Street
Cedar Falls, Iowa 50613
Thomas.Weintraut@cedarfalls.com

Hawkeye Environmental LLC proposes to furnish the following:

Inspection 1218 Cottage Row Road, Cedar Falls, IA (Single-family Property) for the presence of asbestos containing building materials prior to demolition.

- Inspection will be conducted in accordance with NESHAP’s (National Emission Standards for Hazardous Air Pollutants) protocols. Inspection will be conducted by personnel with current Iowa Asbestos Inspector licensing.
- All work completed will be covered by not less than \$ 1,000,000 each of commercial general liability, pollution liability and professional liability insurance with a corporation(s) licensed to do business in the State of Iowa.
- All samples will be analyzed by PLM (polarized light microscopy) using EPA 600/R-93/116 methods at testing laboratories with current Lab Accreditation Program certificates.
- Suspect materials will be sampled for asbestos content in sufficient quantities to meet all state and federal reporting regulations. Report detailing locations and amounts of asbestos containing building materials and documentation necessary for submission of Notification to Iowa Department of Natural Resources prior to abatement or demolition.
- Inspection can be scheduled and completed within 5 business days of notice to proceed. Completed report can be provided to the Owner within 10 days from the notice to proceed.

Asbestos Survey, Sampling, Analysis & Reporting	\$	850.00
Confirmation of Abatement / Clearance Report (If required) \$ 200.00	\$	0.00
Total	\$	850.00

Respectfully Submitted,

Steve Henneberry

814 WOOD LILY ROAD, SOLON, IOWA 52333
319-333-7420 ~ 319-693-5460
STEVE@HAWKEYEENV.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2024

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

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

PRODUCER GreenState Insurance Services LLC 2355 Landon Rd P.O. Box 739 North Liberty IA 52317-0739	CONTACT NAME: Carol Glass CIC, CISR PHONE (A/C, No, Ext): (877) 527-3493 FAX (A/C, No): (319) 665-2207 E-MAIL ADDRESS: carolglass@greenstate.org														
INSURED Hawkeye Environmental Llc 814 Wood Lily Rd SOLON IA 52333-9431	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Auto-Owners Insurance Co</td> <td>18988</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Auto-Owners Insurance Co	18988	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5341798000	06/25/2023	06/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ ADI \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

2018 Chevrolet Silverado K1500
 VIN: 3GCUKSER8JG410086
 2020 Chevrolet Silverado Ex Cab K15
 VIN: 1GCRYDED4LZ361153

CERTIFICATE HOLDER City of Cedar Falls 220 Clay St Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Carol D. Glass</i>
---	---

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission. Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

58583 (1-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission. Page 1 of 1



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Administration Division

TO: Mayor Laudick and City Council
FROM: Brett Armstrong, EI, Civil Engineer II
DATE: March 18, 2024
SUBJECT: Building Resilient Infrastructure and Communities - Grant Administration
 Project Number ST-000-3306 – Contract Time Extension

In December 2021, the City submitted a request to FEMA under the Building Resilient Infrastructure and Communities (BRIC) grant program. The program seeks to fund research-supported, proactive investment in community resilience. They offer two types of grants: scoping (studies and planning) and mitigation projects (infrastructure). The City added drainage studies to the Capital Improvements Plan in 2018. Such studies fit with the BRIC “scoping” funding.

The City has been awarded a grant for 85% of the total project. \$220,502.98 in federal and state funds, and 15% of local funds (City: \$38,912.31) comprise the total project cost of \$259,415.29. The City has been collecting storm water infrastructure data for the awarded project consultant, Strand Associates, Inc. Due to the data collection process and amount of data needing gathered, the City and consultant have requested and been granted a time extension for the Storm Water Planning Project funding in order to properly assess the city infrastructure.

The Engineering Division of the Public Works Department recommends the City Council approve the time extension for the subaward from the Iowa Department of Homeland Security and authorize the Mayor to sign the agreement.

Xc: Stephanie Sheetz, AICP, Director of Community Development
 David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works

Amendment Number One

SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management (HSEMD)

And

City of Cedar Falls

SUBAWARD AGREEMENT NO: EMK-2021-BR-041-0003

PROJECT TITLE: Stormwater Resilience Planning

PERFORMANCE PERIOD START DATE: 09/14/2022

PERFORMANCE PERIOD END DATE: 08/12/2024 (as amended)

This is Amendment Number One to the above-referenced Subaward Agreement (AGREEMENT) between Iowa Department of Homeland Security and Emergency Management (HSEMD) and the City of Cedar Falls (SUBRECIPIENT). The original AGREEMENT was executed on 12/09/2022.

Page 3 of 23, III. Period of Performance, paragraph 1, of said AGREEMENT is amended to read:

The approved Period of Performance for this subaward is from **09/14/2022 through 08/12/2024**. All work must be completed prior to the end of the Period of Performance. HSEMD will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

All other paragraphs in said AGREEMENT remain unchanged.

IN WITNESS WHEREOF, HSEMD, the SUBRECIPIENT, and the AUTHORIZED REPRESENTATIVE have executed this AGREEMENT by the signatures of authorized persons of the entities and on the date indicated below:

Iowa Department of Homeland Security and
Emergency Management:

City of Cedar Falls:

Dennis Harper
Division Administrator

Danny Laudick, Mayor

Date

Date

Authorized Representative (optional)

Date

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Ben Claypool, Principal Engineer, PE, PhD

DATE: March 18, 2024

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Casey's General Store, 1620 W 1st Street, Cedar Falls, IA 50613

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Casey's General Store, 1620 W 1st Street, Cedar Falls, IA 50613 and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: Eric Johnson, P.O. Box 178, Waterloo, IA 50704-0178 (319)234-1766

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Cedar Pak, LLC, (hereinafter “Owner”) and the City of Cedar Falls, Iowa (hereinafter “City”), on the _____ day of _____, 2024.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter “Benefited Property”); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City’s Code of Ordinances (hereinafter “Plan”) has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner’s land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City’s Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner’s cost storm water management facilities in compliance with Section 24-341 of the City’s Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter “Facilities”).

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns. Notwithstanding the foregoing, should the City acquire any part of the Benefitted Property by way of condemnation or otherwise, the City shall not be bound by the terms of this Agreement with respect to the acquired part of the Benefited Property, and shall not be considered a property owner or responsible party for purposes of the City's stormwater control, management, construction, maintenance and repair ordinances.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

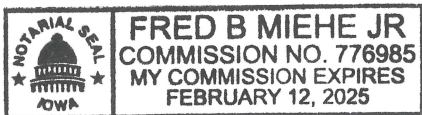
By "Owner" (Signature): [Signature]
Printed Name: Cedar Pak LLC
Title: Manager

STATE OF Iowa)
) SS
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the 7 day of March,

2024 by Ansan Magsood as Manager of Cedar Pak,
(Printed Name) (Title)

LLC.



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

City of Cedar Falls, Iowa

By: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____,
2024 by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Exhibit A

Legal Description

LOTS 1 AND 2 IN BLOCK 12 IN O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART ACQUIRED BY THE CITY OF CEDAR FALLS IN DOC # 2019-18297

AND

LOTS NOS. 7 AND 8 AND THE EAST 27 FEET OF LOT NO. 6 IN BLOCK NO. 12 IN O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA.

Exhibit B

Stormwater Management Facilities

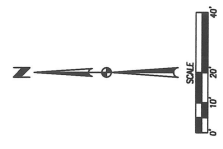
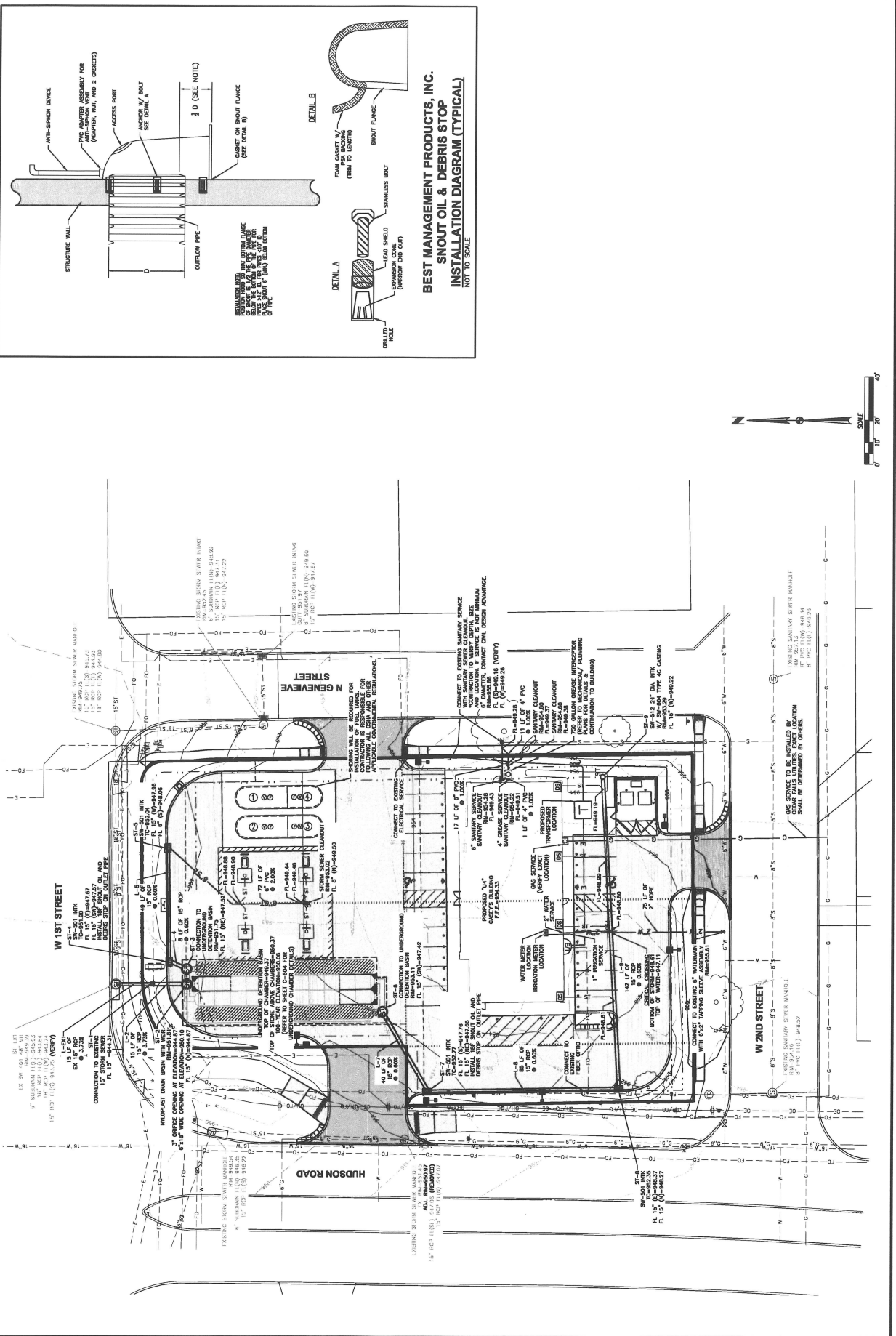
(INSERT PLAN SHEET/SHEETS
DEPICTING THE SITE'S STORMWATER
INFRASTRUCTURE/OUTLET DETAILS)

CASEY'S - STORE #4279
UTILITY PLAN



REVISIONS

DATE	DESCRIPTION
07/18/2023 <td>FINAL SUBMITTAL</td>	FINAL SUBMITTAL
04/05/2023 <td>THIRD SUBMITTAL</td>	THIRD SUBMITTAL
01/05/2023 <td>FIRST SUBMITTAL</td>	FIRST SUBMITTAL



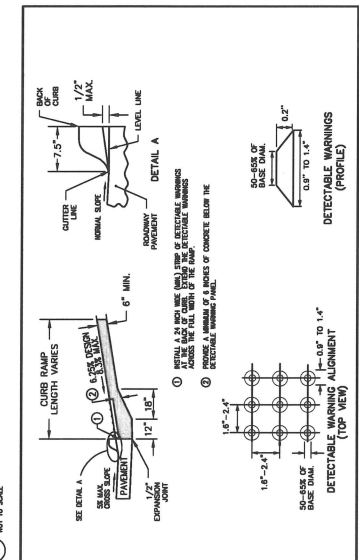
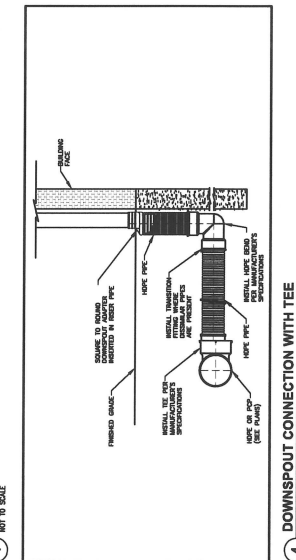
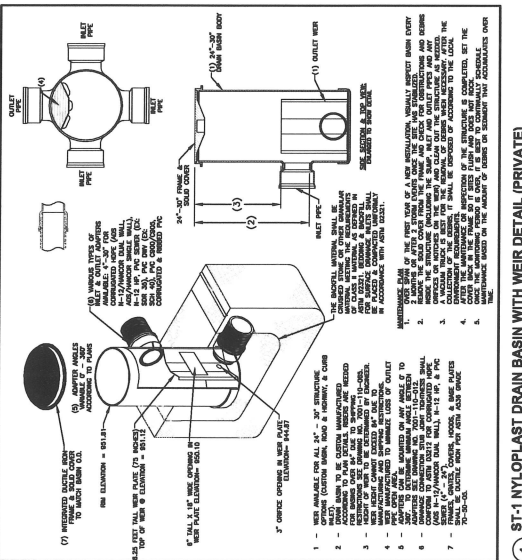
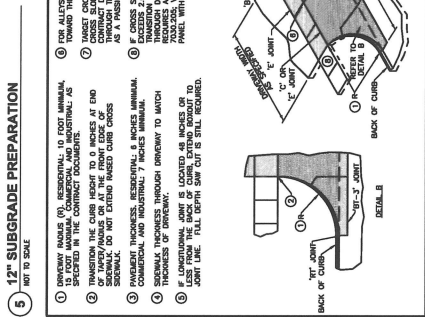
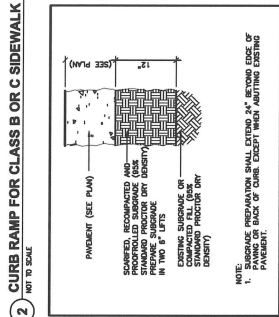
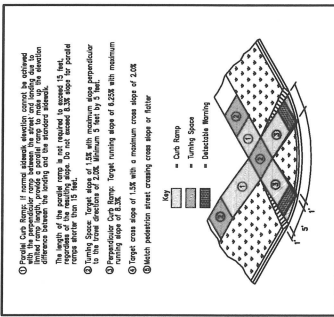
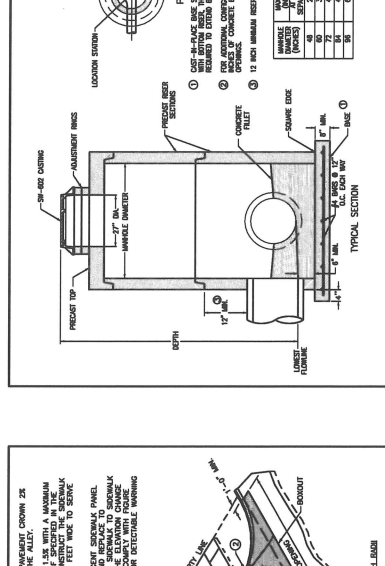
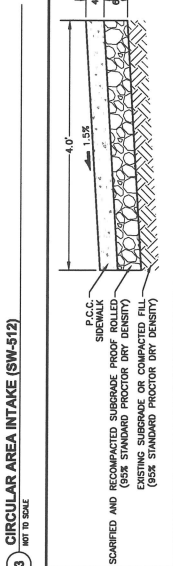
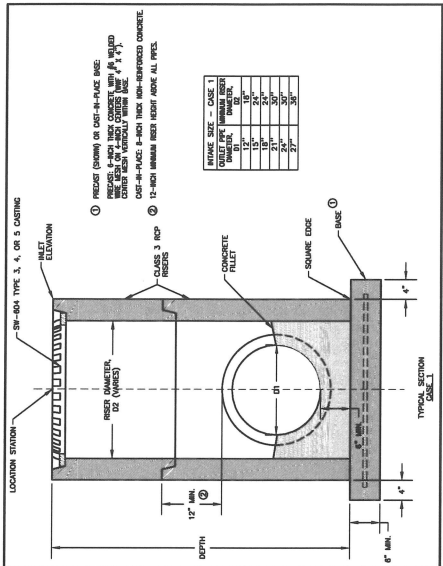


Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

BMP element:	Potential problem:	How I will remediate the problem:
The entire BMP	Trash/debris is present.	Remove the trash/debris.
The perimeter of the detention basin	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main detention area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants com 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device
Washed stone in front of orifice outlet	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
The receiving water	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

Exhibit D

MAINTENANCE SCHEDULE
STORM DETENTION SYSTEM

DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

Exhibit E

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Benjamin Claypool, Principal Engineer, PhD, EI

DATE: March 11, 2024

SUBJECT: 2024 Street Restoration Project
 City Project Number: RC-000-3337
 Bid Opening

On Friday, March 08, 2024 at 2:00 p.m., bids were received and opened for the 2024 Street Restoration Project. A total of one (1) bid was received, with Aspro, Inc. the low bidder:

	<i>Base Bid</i>
Engineering Estimate	\$1,563,165.25
Aspro, Inc.	\$1,023,036.30

The Engineer's Estimate for this project was \$1,563,165.25. Aspro, Inc. of Waterloo, Iowa submitted the low bid in the amount of \$1,023,036.30. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from Aspro, Inc. in the amount of \$1,023,036.30. On April 1, 2024, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

TABULATION OF BIDS

2024 Street Restoration Project

City of Cedar Falls - Project Number RC-000-3337

March 8, 2024 at 2:00 PM

BASE BID

ENGINEER'S ESTIMATE

1
Aspro, Inc

BID AVERAGE

ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2010-108-D-3	OFF-SITE TOPSOIL	C.Y.	62	\$35.00	\$ 2,170.00	\$35.00	\$2,170.00	\$35.00	\$ 2,170.00
2	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	75	\$20.00	\$ 1,500.00	\$85.00	\$6,375.00	\$ 85.00	\$ 6,375.00
3	2121.03.B	GRANULAR SHOULDER, TYPE A (HMA MILLINGS)	TONS	147	\$25.00	\$ 3,675.00	\$35.00	\$5,145.00	\$ 35.00	\$ 5,145.00
4	6010-108-B-0	INTAKE, TYPE B TOP	EACH	1	\$3,000.00	\$ 3,000.00	\$4,500.00	\$4,500.00	\$ 4,500.00	\$ 4,500.00
5	6010-108-B-0	INTAKE, TYPE C TOP	EACH	1	\$3,000.00	\$ 3,000.00	\$5,500.00	\$5,500.00	\$ 5,500.00	\$ 5,500.00
6	6010-108-F-0	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	2	\$5,000.00	\$ 10,000.00	\$3,450.00	\$6,900.00	\$ 3,450.00	\$ 6,900.00
7	6010-108-H-0	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	2	\$750.00	\$ 1,500.00	\$1,250.00	\$2,500.00	\$ 1,250.00	\$ 2,500.00
8	7010-108-E-0	CURB, PCC 7 IN., 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	178	\$100.00	\$ 17,800.00	\$35.00	\$6,230.00	\$ 35.00	\$ 6,230.00
9	7020-108-A-0	HMA, (ST), SURF., 1/2", PG58-28S	TONS	2661	\$160.00	\$ 425,760.00	\$134.25	\$357,239.25	\$ 134.25	\$ 357,239.25
10	7020-108-A-0	HMA, (ST), BASE., 3/4", PG58-28S	TONS	2661	\$160.00	\$ 425,760.00	\$132.00	\$351,252.00	\$ 132.00	\$ 351,252.00
11	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	65	\$30.00	\$ 1,950.00	\$28.00	\$1,820.00	\$ 28.00	\$ 1,820.00
12	7030-108-E-0	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	37	\$100.00	\$ 3,700.00	\$64.00	\$2,368.00	\$ 64.00	\$ 2,368.00
13	7030-108-E-0	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	28	\$100.00	\$ 2,800.00	\$70.00	\$1,960.00	\$ 70.00	\$ 1,960.00
14	7030-108-G-0	DETECTABLE WARNINGS	S.F.	48	\$70.00	\$ 3,360.00	\$54.00	\$2,592.00	\$ 54.00	\$ 2,592.00
15	7040-108-G-0	MILLING	S.Y.	11345	\$42.00	\$ 476,490.00	\$8.45	\$95,865.25	\$ 8.45	\$ 95,865.25
16	7040-108-I-0	CURB AND GUTTER REMOVAL	L.F.	178	\$30.00	\$ 5,340.00	\$15.00	\$2,670.00	\$ 15.00	\$ 2,670.00
17	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	44.4	\$90.00	\$ 3,996.00	\$85.00	\$3,774.00	\$ 85.00	\$ 3,774.00
18	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EACH	2	\$80.00	\$ 160.00	\$100.00	\$200.00	\$ 100.00	\$ 200.00
19	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$30,000.00	\$ 30,000.00	\$32,500.00	\$32,500.00	\$ 32,500.00	\$ 32,500.00
20	9010-108-B-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	3281	\$1.25	\$ 4,101.25	\$2.50	\$8,202.50	\$ 2.50	\$ 8,202.50
21	9040-108-A-2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	L.S.	1	\$5,000.00	\$ 5,000.00	\$3,800.00	\$3,800.00	\$ 3,800.00	\$ 3,800.00
22	9040-108-D-1A	WATTLES, 9IN. STRAW	L.F.	20	\$3.00	\$ 60.00	\$5.00	\$100.00	\$ 5.00	\$ 100.00
23	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	20	\$1.00	\$ 20.00	\$5.00	\$100.00	\$ 5.00	\$ 100.00
24	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EACH	1	\$150.00	\$ 150.00	\$200.00	\$200.00	\$ 200.00	\$ 200.00
25	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	1	\$50.00	\$ 50.00	\$75.00	\$75.00	\$ 75.00	\$ 75.00
26	11020-108-A-0	MOBILIZATION	L.S.	1	\$70,000.00	\$ 70,000.00	\$63,000.00	\$63,000.00	\$ 63,000.00	\$ 63,000.00
27	11050-108-A-0	CONCRETE WASHOUT	L.S.	1	\$2,000.00	\$ 2,000.00	\$750.00	\$750.00	\$ 750.00	\$ 750.00
28	11050-108-A-0	SAW AND SEAL JOINTS	L.F.	7038	\$8.50	\$ 59,823.00	\$7.85	\$55,248.30	\$ 7.85	\$ 55,248.30
TOTAL BASE BID:						\$ 1,563,165.25		\$ 1,023,036.30		\$ 1,023,036.30
BID SECURITY:								10%		

Bid Security	x
Bidder Status Form	x
Non-Collusion Affidavit	x


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: David Wicke, PE, City Engineer

DATE: March 18, 2024

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

On Tuesday, February 27, 2024 at 2:00 p.m. bids were received and opened for the North Cedar Heights Area Reconstruction Phase II Project. A total of four (4) bids were received, with Dave Schmitt Construction as the low bidder:

	Base Bid
Engineering Estimate	\$4,370,537.48
Dave Schmitt Construction	\$3,606,866.70
Summers' Enterprise, Inc.	\$3,786,620.51
Boomerang	\$3,950,001.44
Peterson Contractors Inc.	\$3,974,144.58

The Engineer's Estimate for this project was \$4,370,537.48. Dave Schmitt Construction of Cedar Rapids, Iowa submitted the low bid in the amount of \$3,606,866.70. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from Dave Schmitt Construction in the amount of \$3,606,866.70. On April 1st, 2024 the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

Xc: Chase Schrage, Public Works Director

North Cedar Heights Area Reconstruction Phase 2 - Bid Tab				Engineer Estimate		Dave Schmitt Construction		Summers' Enterprise Inc		
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-108A	CLEARING AND GRUBBING	UNIT	200.90	\$165.00	\$33,148.50	\$235.00	\$47,211.50	\$231.00	\$46,800.00
2	2010-108B	CLEARING AND GRUBBING	ACRE	0.40	\$70,000.00	\$28,000.00	\$50,000.00	\$20,000.00	\$49,000.00	\$19,600.00
3	2010-108D	TOPSOIL, CONTRACTOR PROVIDED	CY	832	\$35.00	\$29,120.00	\$32.50	\$27,040.00	\$20.00	\$16,640.00
4	2010-108E	EXCAVATION, CLASS 10, WASTE	CY	3757	\$20.00	\$75,140.00	\$17.50	\$65,747.50	\$15.00	\$56,355.00
5	2010-108E	EXCAVATION, CLASS 13	CY	10	\$125.00	\$1,250.00	\$125.00	\$1,250.00	\$200.00	\$2,000.00
6	2010-108G	SUBGRADE PREPARATION, 12 IN.	SY	3798.50	\$2.75	\$10,445.88	\$2.15	\$8,166.78	\$10.00	\$37,985.00
7	2010-108I	SUBGRADE TREATMENT, GEOGRID	SY	100	\$8.50	\$850.00	\$8.00	\$800.00	\$20.00	\$2,000.00
8	2010-108J	SUBBASE, MODIFIED 6 IN.	SY	633.50	\$23.50	\$14,887.25	\$20.00	\$12,670.00	\$12.00	\$7,602.00
9	2010-108J	SUBBASE, MODIFIED 12 IN.	SY	3798.50	\$19.00	\$72,171.50	\$19.30	\$73,311.05	\$24.00	\$91,164.00
10	2010-108K	REMOVALS, SIGN STRUCTURE	EACH	1	\$500.00	\$500.00	\$1,374.00	\$1,374.00	\$2,000.00	\$2,000.00
11	3010-108D	REPLACEMENT OF UNSUITABLE BACKFILL	CY	100	\$37.00	\$3,700.00	\$48.20	\$4,820.00	\$35.00	\$3,500.00
12	2501-8400172	TEMPORARY SHORING	LS	1	\$200,000.00	\$200,000.00	\$54,179.00	\$54,179.00	\$5,000.00	\$5,000.00
13	4010-108A	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	1923	\$200.00	\$384,600.00	\$146.50	\$281,719.50	\$121.00	\$232,683.00
14	4010-108C	SANITARY SEWER FORCE MAIN, DUCTILE IRON PIPE (DIP), POLY WRAPPED, 8 IN.	LF	756	\$150.00	\$113,400.00	\$170.50	\$128,898.00	\$170.00	\$128,520.00
15	2501-8400172	SEWER MAIN, 2 INCH, HDPE, SDR-11, PPRESSURE RATED	LF	400	\$60.00	\$24,000.00	\$68.40	\$27,360.00	\$27.00	\$10,800.00
16	4010-108E	SANITARY SEWER SERVICE	LF	533	\$270.00	\$143,910.00	\$246.00	\$131,118.00	\$100.00	\$53,300.00
17	4010-108E	SEWER SERVICE, 1.5 INCH, HDPE, SDR-11, PRESSURE RATED	LF	70	\$85.00	\$5,950.00	\$137.50	\$9,625.00	\$54.00	\$3,780.00
18	4010-108E	FLUSHING VALVE, 2 INCH, W/ MANHOLE FRAME & LID, 10 INCH	EACH	1	\$2,500.00	\$2,500.00	\$2,988.00	\$2,988.00	\$2,200.00	\$2,200.00
19	4010-108	SANITARY SEWER PIPE INSULATION	LF	445	\$15.00	\$6,675.00	\$12.60	\$5,607.00	\$15.00	\$6,675.00
20	4010-108H	REMOVAL OF SANITARY SEWER	LF	1857	\$28.00	\$51,996.00	\$15.80	\$29,340.60	\$25.00	\$46,425.00
21	4010-108K	SANITARY SEWER ABANDONMENT, PLUG, 8 IN.	EACH	6	\$1,900.00	\$11,400.00	\$665.50	\$3,993.00	\$800.00	\$4,800.00
22	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	872	\$125.00	\$109,000.00	\$97.10	\$84,671.20	\$65.00	\$56,680.00
23	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	251	\$135.00	\$33,885.00	\$104.00	\$26,104.00	\$74.00	\$18,574.00
24	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	59	\$235.00	\$13,865.00	\$164.00	\$9,676.00	\$90.00	\$5,310.00
25	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	145	\$245.00	\$35,525.00	\$176.50	\$25,592.50	\$135.00	\$19,575.00
26	4020-108D	REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.	LF	274	\$27.00	\$7,398.00	\$73.50	\$20,139.00	\$20.00	\$5,480.00
27	4030-108B	15" RCP APRON 4030.222	EACH	3	\$2,000.00	\$6,000.00	\$1,143.00	\$3,429.00	\$1,000.00	\$3,000.00
28	4030-108B	18" RCP APRON 4030.222	EACH	1	\$2,000.00	\$2,000.00	\$1,203.00	\$1,203.00	\$1,100.00	\$1,100.00
29	4030-108B	30" RCP APRON 4030.222	EACH	2	\$2,500.00	\$5,000.00	\$1,456.00	\$2,912.00	\$1,700.00	\$3,400.00
30	4030-108C	RCP APRON FOOTINGS 4030.221	EACH	6	\$1,600.00	\$9,600.00	\$718.50	\$4,311.00	\$1,400.00	\$8,400.00
31	4030-108D	PIPE APRON GUARD, 18 IN.	EACH	1	\$1,600.00	\$1,600.00	\$1,142.00	\$1,142.00	\$1,200.00	\$1,200.00
32	4030-108D	PIPE APRON GUARD, 30 IN.	EACH	2	\$1,800.00	\$3,600.00	\$1,564.00	\$3,128.00	\$2,000.00	\$4,000.00
33	4040-108A	SUBDRAIN, PERFORATED PLASTIC PIPE, TYPE SP, 8 IN. DIA.	LF	5066.50	\$20.00	\$101,330.00	\$14.80	\$74,984.20	\$28.00	\$141,862.00
34	CFD.01	SUBDRAIN OUTLETS, CFD.01	EACH	27	\$600.00	\$16,200.00	\$550.00	\$14,850.00	\$100.00	\$2,700.00
35	4040-108E	SUBDRAIN TAP, 6"	EACH	34	\$800.00	\$27,200.00	\$550.00	\$18,700.00	\$300.00	\$10,200.00
36	5010-108A	WATER MAIN, TRENCHED, DIP, 4 IN., POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	56.90	\$233.00	\$13,257.70	\$214.00	\$12,176.60	\$150.00	\$8,535.00
37	5010-108A	WATER MAIN, TRENCHED, DIP, 8 IN., POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	2963	\$205.00	\$607,415.00	\$180.00	\$533,340.00	\$150.00	\$444,450.00
38	5010	TEMPORARY WATER MAIN	LS	1	\$30,000.00	\$30,000.00	\$150,007.00	\$150,007.00	\$20,000.00	\$20,000.00
39	5010-108C	FITTINGS BY WEIGHT, DUCTILE IRON	LBS	6184	\$10.00	\$61,840.00	\$8.65	\$53,491.60	\$20.00	\$123,680.00
40	5010-108E	WATER SERVICE, 3/4 IN.	LF	12	\$225.00	\$2,700.00	\$342.00	\$4,104.00	\$225.00	\$2,700.00
41	5010-108E	WATER SERVICE, 1 IN.	LF	552	\$220.00	\$121,440.00	\$185.00	\$102,120.00	\$172.62	\$95,286.24
42	5010-108E	WATER SERVICE, 1 1/4 IN.	LF	11	\$250.00	\$2,750.00	\$385.00	\$4,235.00	\$481.82	\$5,300.02
43	5010-108H	WATER MAIN REMOVAL	LF	2204	\$60.00	\$132,240.00	\$27.80	\$61,271.20	\$20.00	\$44,080.00
44	5020-108A	ISOLATION VALVE, 2 INCH W/ VALVE BOX	EACH	4	\$2,000.00	\$8,000.00	\$1,404.00	\$5,616.00	\$1,600.00	\$6,400.00
45	5020-108A	ISOLATION VALVE, 1.5 INCH W/ VALVE BOX	EACH	1	\$1,800.00	\$1,800.00	\$1,222.00	\$1,222.00	\$1,600.00	\$1,600.00
46	5020-108A	VALVE, GATE, DIP, 4 IN.	EACH	1	\$3,300.00	\$3,300.00	\$1,503.00	\$1,503.00	\$2,100.00	\$2,100.00
47	5020-108A	VALVE, GATE, DIP, 8 IN.	EACH	10	\$2,400.00	\$24,000.00	\$2,341.00	\$23,410.00	\$3,400.00	\$34,000.00
48	5020-108C	FIRE HYDRANT ASSEMBLY	EACH	8	\$7,000.00	\$56,000.00	\$7,508.00	\$60,064.00	\$9,000.00	\$72,000.00
49	5020-108J	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	4	\$600.00	\$2,400.00	\$501.00	\$2,004.00	\$1,500.00	\$6,000.00
50	6010-108A	MANHOLE, 6010.301, 48 IN.	EACH	17	\$6,000.00	\$102,000.00	\$5,781.00	\$98,277.00	\$10,000.00	\$170,000.00
51	6010-108A	MANHOLE, 6010.301, 60 IN.	EACH	1	\$15,000.00	\$15,000.00	\$12,879.00	\$12,879.00	\$10,000.00	\$10,000.00
52	6010-108A	MANHOLE, 6010.303, 48 IN.	EACH	1	\$15,000.00	\$15,000.00	\$5,511.00	\$5,511.00	\$11,000.00	\$11,000.00
53	6010-108A	MANHOLE, 6010.401, 48 IN.	EACH	5	\$7,800.00	\$39,000.00	\$5,504.00	\$27,520.00	\$6,500.00	\$32,500.00
54	6010-108B	Intake, Type 401	Each	3	\$5,000.00	\$15,000.00	\$5,504.00	\$16,512.00	\$5,700.00	\$17,100.00
55	6010-108B	INTAKE, 6010.501	EACH	2	\$6,300.00	\$12,600.00	\$5,240.00	\$10,480.00	\$5,700.00	\$11,400.00
56	6010-108B	INTAKE, 6010.502, 60 IN.	EACH	1	\$8,000.00	\$8,000.00	\$9,844.00	\$9,844.00	\$9,400.00	\$9,400.00

Item 19.

North Cedar Heights Area Reconstruction Phase 2 - Bid Tab				Engineer Estimate		Dave Schmitt Construction		Summers' Enterprise Inc		
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
57	6010-108B	INTAKE, 6010.502, 72 IN.	EACH	1	\$8,000.00	\$8,000.00	\$12,727.00	\$12,727.00	\$12,000.00	\$12,000.00
58	6010-108B	INTAKE, 6010.505	EACH	13	\$7,000.00	\$91,000.00	\$7,290.00	\$94,770.00	\$7,000.00	\$91,000.00
59	6010-108B	INTAKE, 6010.509	EACH	1	\$8,600.00	\$8,600.00	\$7,376.00	\$7,376.00	\$9,500.00	\$9,500.00
60	6010-108B	INTAKE, 6010.513 (4'x4')	EACH	3	\$8,200.00	\$24,600.00	\$6,304.00	\$18,912.00	\$7,300.00	\$21,900.00
61	6010-108C	DROP CONNECTION SANITARY SEWER, 8 IN., EXTERNAL	EACH	1	\$6,000.00	\$6,000.00	\$3,892.00	\$3,892.00	\$9,500.00	\$9,500.00
62	6010-108G	CONNECTION TO EXISTING MANHOLE	EACH	1	\$1,700.00	\$1,700.00	\$1,539.00	\$1,539.00	\$3,500.00	\$3,500.00
63	6010-108H	REMOVALS, MANHOLE OR INTAKE	EACH	16	\$1,500.00	\$24,000.00	\$1,167.00	\$18,672.00	\$1,500.00	\$24,000.00
64	7010-108A	PCC PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 7 IN.	SY	446	\$75.00	\$33,450.00	\$61.50	\$27,429.00	\$100.00	\$44,600.00
65	7010-108E	CURB AND GUTTER, SLOPED, 4 IN.	LF	3116.40	\$35.00	\$109,074.00	\$25.00	\$77,910.00	\$47.00	\$146,470.80
66	7010-108E	CURB AND GUTTER, DROPPED, 0 IN.	LF	2475.20	\$30.00	\$74,256.00	\$26.00	\$64,355.20	\$45.00	\$111,384.00
67	2304-0101000	TEMPORARY PAVEMENT, 6 IN. PCC	SY	110.90	\$100.00	\$11,090.00	\$56.50	\$6,265.85	\$75.00	\$8,317.50
68	7020-108B	HMA PAVEMENT, ST, 7 IN.	SY	3609.10	\$70.00	\$252,637.00	\$62.50	\$225,568.75	\$93.00	\$335,646.30
69	7030-108A	REMOVAL OF DRIVEWAY	SY	708	\$14.00	\$9,912.00	\$18.00	\$12,744.00	\$20.00	\$14,160.00
70	7030-108H	DRIVEWAYS, PCC, 6 IN.	SY	1010.10	\$100.00	\$101,010.00	\$67.30	\$67,979.73	\$80.00	\$80,808.00
71	7030-108H	CLASS A ROADSTONE	TON	40	\$90.00	\$3,600.00	\$40.00	\$1,600.00	\$35.00	\$1,400.00
72	7040-108H	REMOVAL OF PAVEMENT	SY	5866.20	\$12.00	\$70,394.40	\$10.80	\$63,354.96	\$20.00	\$117,324.00
73	7040-108I	REMOVAL OF CURB AND GUTTER	LF	114	\$16.50	\$1,881.00	\$14.00	\$1,596.00	\$15.00	\$1,710.00
74	2505-4008120	REMOVAL OF GUARDRAIL	LF	76	\$17.00	\$1,292.00	\$18.00	\$1,368.00	\$15.00	\$1,140.00
75	2401-6745765	LIGHT POLES, REMOVE	EACH	2	\$650.00	\$1,300.00	\$600.00	\$1,200.00	\$800.00	\$1,600.00
76	2523-0000100	LIGHT POLES, 28' METAL POLE W/ DIRECT BURIED AND 6' MAST ARM	EACH	2	\$5,500.00	\$11,000.00	\$5,500.00	\$11,000.00	\$6,000.00	\$12,000.00
77	2523-0000200	ELECTRICAL CIRCUITS	LF	30	\$55.00	\$1,650.00	\$50.00	\$1,500.00	\$60.00	\$1,800.00
78	8030-108A	TRAFFIC CONTROL	LS	1	\$40,000.00	\$40,000.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
79	2528-2518000	SAFETY CLOSURE	EACH	14	\$250.00	\$3,500.00	\$50.00	\$700.00	\$800.00	\$11,200.00
80	8040	INTERSECTION MARKERS, TYPE "A"	EACH	4	\$7,000.00	\$28,000.00	\$16,500.00	\$66,000.00	\$8,000.00	\$32,000.00
81	8040	INTERSECTION MARKERS, TYPE "B"	EACH	2	\$5,000.00	\$10,000.00	\$5,800.00	\$11,600.00	\$8,000.00	\$16,000.00
82	8040-108B	TYPE A SIGNS, SHEET ALUMINUM	SF	48.10	\$45.00	\$2,164.50	\$24.00	\$1,154.40	\$100.00	\$4,810.00
83	8040-108D	PERFORATED SQUARE STEEL TUBE POSTS	LF	110	\$50.00	\$5,500.00	\$13.00	\$1,430.00	\$40.00	\$4,400.00
84	8040-108G	PERFORATED SQUARE STEEL TUBE ANCHOR	EACH	11	\$160.00	\$1,760.00	\$40.00	\$440.00	\$500.00	\$5,500.00
85	8040-108I	REMOVE & REINSTALL OF TYPE A SIGN ASSEMBLY	EACH	7	\$300.00	\$2,100.00	\$210.00	\$1,470.00	\$500.00	\$3,500.00
86	2524-6765210	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	8	\$275.00	\$2,200.00	\$80.00	\$640.00	\$200.00	\$1,600.00
87	9010-108D	WATERING	MGAL	100	\$160.00	\$16,000.00	\$61.20	\$6,120.00	\$20.00	\$2,000.00
88	9010-108B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRO-SEEDING, TYPE 4	ACRE	0.10	\$5,000.00	\$500.00	\$10,198.00	\$1,019.80	\$24,000.00	\$2,400.00
89	9010-108B	SEEDING, AND MULCHING FOR HYDRAULIC SEEDING, WILDFLOWER SEED	ACRE	0.30	\$10,000.00	\$3,000.00	\$12,238.00	\$3,671.40	\$19,200.00	\$5,760.00
90	9020-108A	SOD	SQ	307	\$100.00	\$30,700.00	\$72.00	\$22,104.00	\$160.00	\$49,120.00
91	9030	LANDSCAPING	LS	1	\$35,000.00	\$35,000.00	\$57,862.00	\$57,862.00	\$3,500.00	\$3,500.00
92	9040-108E	TEMPORARY RECP, TYPE 3B	SY	804	\$2.00	\$1,608.00	\$1.30	\$1,045.20	\$4.50	\$3,618.00
93	9040-108F	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	5329.50	\$2.50	\$13,323.75	\$1.90	\$10,126.05	\$3.00	\$15,988.50
94	9040-108F	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	5329.50	\$1.00	\$5,329.50	\$0.01	\$53.30	\$1.50	\$7,994.25
95	9040-108J	REVTMENT, CLASS E RIP RAP APRON (& ENG. FABRIC) FOR PIPE OUTLET, 9040.111	TON	22	\$65.00	\$1,430.00	\$58.20	\$1,280.40	\$90.00	\$1,980.00
96	9040-108N	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	674	\$2.50	\$1,685.00	\$2.05	\$1,381.70	\$7.00	\$4,718.00
97	9040-108N	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	674	\$0.75	\$505.50	\$0.01	\$6.74	\$3.00	\$2,022.00
98	9040-108R	TURF REINFORCEMENT MATTING (TYPE 2)	SQ	1	\$150.00	\$150.00	\$1,020.00	\$1,020.00	\$1,000.00	\$1,000.00
99	9040-108T	INTAKE PROTECTION, SEDIMENT CONTROL DEVICE, 9 IN.	EACH	24	\$80.00	\$1,920.00	\$76.50	\$1,836.00	\$150.00	\$3,600.00
100	9040-108T	MAINTENANCE OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	24	\$55.00	\$1,320.00	\$1.00	\$24.00	\$100.00	\$2,400.00
101	9070-108	REMOVE AND REINSTALL RETAINING WALL, AS PER PLAN	SF	275	\$150.00	\$41,250.00	\$96.00	\$26,400.00	\$110.00	\$30,250.00
102	9070-108	REMOVAL OF EXISTING LANDSCAPING, AS PER PLAN	LS	1	\$15,000.00	\$15,000.00	\$51,612.00	\$51,612.00	\$60,000.00	\$60,000.00
103	9070-108A	MODULAR BLOCK RETAINING WALL	SF	259	\$55.00	\$14,245.00	\$40.00	\$10,360.00	\$50.00	\$12,950.00
104	2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	18	\$80.00	\$1,440.00	\$51.00	\$918.00	\$150.00	\$2,700.00
105	2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	2	\$55.00	\$110.00	\$1.00	\$2.00	\$400.00	\$800.00
106	2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	2	\$55.00	\$110.00	\$1.00	\$2.00	\$200.00	\$400.00
107	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	30	\$195.00	\$5,850.00	\$76.50	\$2,295.00	\$300.00	\$9,000.00
108	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	30	\$55.00	\$1,650.00	\$1.00	\$30.00	\$200.00	\$6,000.00

Item 19.

North Cedar Heights Area Reconstruction Phase 2 - Bid Tab				Engineer Estimate		Dave Schmitt Construction		Summers' Enterprise Inc		
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
109	2602-0000550	REMOVAL OR GRATE INTAKE SEDIMENT FILTER BAG	EACH	30	\$55.00	\$1,650.00	\$1.00	\$30.00	\$100.00	\$30.00
110	11020-108A	MOBILIZATION	LS	1	\$350,000.00	\$350,000.00	\$171,000.00	\$171,000.00	\$200,000.00	\$200,000.00
111	11030-108A	MAILBOX, REMOVE AND REINSTALL	EACH	31	\$500.00	\$15,500.00	\$75.00	\$2,325.00	\$200.00	\$6,200.00
112	11050-108A	CONCRETE WASHOUT	LS	1	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$25,000.00	\$25,000.00
Base Bid Total:						\$4,370,537.48		\$3,606,866.70		\$3,786,620.51

Item 19.

North Cedar Heights Area Reconstruction Phase 2 - Bid Tab				Engineer Estimate		Boomerang		Peterson Contractors Inc		
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Ext
1	2010-108A	CLEARING AND GRUBBING	UNIT	200.90	\$165.00	\$33,148.50	\$100.00	\$20,090.00	\$235.00	\$47,210.00
2	2010-108B	CLEARING AND GRUBBING	ACRE	0.40	\$70,000.00	\$28,000.00	\$20,000.00	\$8,000.00	\$50,000.00	\$20,000.00
3	2010-108D	TOPSOIL, CONTRACTOR PROVIDED	CY	832	\$35.00	\$29,120.00	\$56.00	\$46,592.00	\$32.50	\$27,040.00
4	2010-108E	EXCAVATION, CLASS 10, WASTE	CY	3757	\$20.00	\$75,140.00	\$25.00	\$93,925.00	\$17.50	\$65,747.50
5	2010-108E	EXCAVATION, CLASS 13	CY	10	\$125.00	\$1,250.00	\$44.00	\$440.00	\$125.00	\$1,250.00
6	2010-108G	SUBGRADE PREPARATION, 12 IN.	SY	3798.50	\$2.75	\$10,445.88	\$2.00	\$7,597.00	\$2.15	\$8,166.78
7	2010-108I	SUBGRADE TREATMENT, GEOGRID	SY	100	\$8.50	\$850.00	\$2.50	\$250.00	\$8.00	\$800.00
8	2010-108J	SUBBASE, MODIFIED 6 IN.	SY	633.50	\$23.50	\$14,887.25	\$10.00	\$6,335.00	\$20.00	\$12,670.00
9	2010-108J	SUBBASE, MODIFIED 12 IN.	SY	3798.50	\$19.00	\$72,171.50	\$20.00	\$75,970.00	\$19.25	\$73,121.13
10	2010-108K	REMOVALS, SIGN STRUCTURE	EACH	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
11	3010-108D	REPLACEMENT OF UNSUITABLE BACKFILL	CY	100	\$37.00	\$3,700.00	\$60.00	\$6,000.00	\$50.00	\$5,000.00
12	2501-8400172	TEMPOARY SHORING	LS	1	\$200,000.00	\$200,000.00	\$5,000.00	\$5,000.00	\$70,000.00	\$70,000.00
13	4010-108A	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	1923	\$200.00	\$384,600.00	\$200.00	\$384,600.00	\$147.00	\$282,681.00
14	4010-108C	SANITARY SEWER FORCE MAIN, DUCTILE IRON PIPE (DIP), POLY WRAPPED, 8 IN.	LF	756	\$150.00	\$113,400.00	\$220.00	\$166,320.00	\$171.00	\$129,276.00
15	2501-8400172	SEWER MAIN, 2 INCH, HDPE, SDR-11, PPRESSURE RATED	LF	400	\$60.00	\$24,000.00	\$100.00	\$40,000.00	\$69.00	\$27,600.00
16	4010-108E	SANITARY SEWER SERVICE	LF	533	\$270.00	\$143,910.00	\$170.00	\$90,610.00	\$250.00	\$133,250.00
17	4010-108E	SEWER SERVICE, 1.5 INCH, HDPE, SDR-11, PRESSURE RATED	LF	70	\$85.00	\$5,950.00	\$100.00	\$7,000.00	\$138.00	\$9,660.00
18	4010-108E	FLUSHING VALVE, 2 INCH, W/ MANHOLE FRAME & LID, 10 INCH	EACH	1	\$2,500.00	\$2,500.00	\$4,740.00	\$4,740.00	\$3,000.00	\$3,000.00
19	4010-108	SANITARY SEWER PIPE INSULATION	LF	445	\$15.00	\$6,675.00	\$28.00	\$12,460.00	\$13.00	\$5,785.00
20	4010-108H	REMOVAL OF SANITARY SEWER	LF	1857	\$28.00	\$51,996.00	\$21.00	\$38,997.00	\$16.00	\$29,712.00
21	4010-108K	SANITARY SEWER ABANDONMENT, PLUG, 8 IN.	EACH	6	\$1,900.00	\$11,400.00	\$1,000.00	\$6,000.00	\$700.00	\$4,200.00
22	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	872	\$125.00	\$109,000.00	\$125.00	\$109,000.00	\$98.00	\$85,456.00
23	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	251	\$135.00	\$33,885.00	\$135.00	\$33,885.00	\$105.00	\$26,355.00
24	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	59	\$235.00	\$13,865.00	\$160.00	\$9,440.00	\$165.00	\$9,735.00
25	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	145	\$245.00	\$35,525.00	\$205.00	\$29,725.00	\$177.00	\$25,665.00
26	4020-108D	REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.	LF	274	\$27.00	\$7,398.00	\$23.00	\$6,302.00	\$74.00	\$20,276.00
27	4030-108B	15" RCP APRON 4030.222	EACH	3	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$1,150.00	\$3,450.00
28	4030-108B	18" RCP APRON 4030.222	EACH	1	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$1,250.00	\$1,250.00
29	4030-108B	30" RCP APRON 4030.222	EACH	2	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$1,475.00	\$2,950.00
30	4030-108C	RCP APRON FOOTINGS 4030.221	EACH	6	\$1,600.00	\$9,600.00	\$1,000.00	\$6,000.00	\$725.00	\$4,350.00
31	4030-108D	PIPE APRON GUARD, 18 IN.	EACH	1	\$1,600.00	\$1,600.00	\$1,200.00	\$1,200.00	\$1,150.00	\$1,150.00
32	4030-108D	PIPE APRON GUARD, 30 IN.	EACH	2	\$1,800.00	\$3,600.00	\$1,900.00	\$3,800.00	\$1,600.00	\$3,200.00
33	4040-108A	SUBDRAIN, PERFORATED PLASTIC PIPE, TYPE SP, 8 IN. DIA.	LF	5066.50	\$20.00	\$101,330.00	\$20.00	\$101,330.00	\$14.50	\$73,464.25
34	CFD.01	SUBDRAIN OUTLETS, CFD.01	EACH	27	\$600.00	\$16,200.00	\$400.00	\$10,800.00	\$550.00	\$14,850.00
35	4040-108E	SUBDRAIN TAP, 6"	EACH	34	\$800.00	\$27,200.00	\$600.00	\$20,400.00	\$550.00	\$18,700.00
36	5010-108A	WATER MAIN, TRENCHED, DIP, 4 IN., POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	56.90	\$233.00	\$13,257.70	\$155.00	\$8,819.50	\$215.00	\$12,233.50
37	5010-108A	WATER MAIN, TRENCHED, DIP, 8 IN., POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTAINED JOINTS	LF	2963	\$205.00	\$607,415.00	\$160.00	\$474,080.00	\$181.00	\$536,303.00
38	5010	TEMPORARY WATER MAIN	LS	1	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$165,000.00	\$165,000.00
39	5010-108C	FITTINGS BY WEIGHT, DUCTILE IRON	LBS	6184	\$10.00	\$61,840.00	\$13.00	\$80,392.00	\$9.00	\$55,656.00
40	5010-108E	WATER SERVICE, 3/4 IN.	LF	12	\$225.00	\$2,700.00	\$100.00	\$1,200.00	\$350.00	\$4,200.00
41	5010-108E	WATER SERVICE, 1 IN.	LF	552	\$220.00	\$121,440.00	\$105.00	\$57,960.00	\$186.00	\$102,672.00
42	5010-108E	WATER SERVICE, 1 1/4 IN.	LF	11	\$250.00	\$2,750.00	\$285.00	\$3,135.00	\$400.00	\$4,400.00
43	5010-108H	WATER MAIN REMOVAL	LF	2204	\$60.00	\$132,240.00	\$23.00	\$50,692.00	\$28.00	\$61,712.00
44	5020-108A	ISOLATION VALVE, 2 INCH W/ VALVE BOX	EACH	4	\$2,000.00	\$8,000.00	\$1,400.00	\$5,600.00	\$1,500.00	\$6,000.00
45	5020-108A	ISOLATION VALVE, 1.5 INCH W/ VALVE BOX	EACH	1	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$1,250.00	\$1,250.00
46	5020-108A	VALVE, GATE, DIP, 4 IN.	EACH	1	\$3,300.00	\$3,300.00	\$2,000.00	\$2,000.00	\$1,550.00	\$1,550.00
47	5020-108A	VALVE, GATE, DIP, 8 IN.	EACH	10	\$2,400.00	\$24,000.00	\$3,000.00	\$30,000.00	\$2,350.00	\$23,500.00
48	5020-108C	FIRE HYDRANT ASSEMBLY	EACH	8	\$7,000.00	\$56,000.00	\$10,000.00	\$80,000.00	\$7,550.00	\$60,400.00
49	5020-108J	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	4	\$600.00	\$2,400.00	\$1,000.00	\$4,000.00	\$550.00	\$2,200.00
50	6010-108A	MANHOLE, 6010.301, 48 IN.	EACH	17	\$6,000.00	\$102,000.00	\$7,000.00	\$119,000.00	\$5,800.00	\$98,600.00
51	6010-108A	MANHOLE, 6010.301, 60 IN.	EACH	1	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00	\$12,900.00	\$12,900.00
52	6010-108A	MANHOLE, 6010.303, 48 IN.	EACH	1	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$5,550.00	\$5,550.00
53	6010-108A	MANHOLE, 6010.401, 48 IN.	EACH	5	\$7,800.00	\$39,000.00	\$6,000.00	\$30,000.00	\$5,550.00	\$27,750.00
54	6010-108B	Intake, Type 401	Each	3	\$5,000.00	\$15,000.00	\$6,300.00	\$18,900.00	\$5,550.00	\$16,650.00
55	6010-108B	INTAKE, 6010.501	EACH	2	\$6,300.00	\$12,600.00	\$5,400.00	\$10,800.00	\$5,300.00	\$10,600.00
56	6010-108B	INTAKE, 6010.502, 60 IN.	EACH	1	\$8,000.00	\$8,000.00	\$11,000.00	\$11,000.00	\$9,900.00	\$9,900.00

Item 19.

North Cedar Heights Area Reconstruction Phase 2 - Bid Tab				Engineer Estimate		Boomerang		Peterson Contractors Inc		
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Ext
57	6010-108B	INTAKE, 6010.502, 72 IN.	EACH	1	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$12,800.00	\$12,800.00
58	6010-108B	INTAKE, 6010.505	EACH	13	\$7,000.00	\$91,000.00	\$7,500.00	\$97,500.00	\$7,300.00	\$94,900.00
59	6010-108B	INTAKE, 6010.509	EACH	1	\$8,600.00	\$8,600.00	\$9,000.00	\$9,000.00	\$7,400.00	\$7,400.00
60	6010-108B	INTAKE, 6010.513 (4'x4')	EACH	3	\$8,200.00	\$24,600.00	\$9,000.00	\$27,000.00	\$6,350.00	\$19,050.00
61	6010-108C	DROP CONNECTION SANITARY SEWER, 8 IN., EXTERNAL	EACH	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$3,900.00	\$3,900.00
62	6010-108G	CONNECTION TO EXISTING MANHOLE	EACH	1	\$1,700.00	\$1,700.00	\$4,000.00	\$4,000.00	\$1,600.00	\$1,600.00
63	6010-108H	REMOVALS, MANHOLE OR INTAKE	EACH	16	\$1,500.00	\$24,000.00	\$1,000.00	\$16,000.00	\$1,200.00	\$19,200.00
64	7010-108A	PCC PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 7 IN.	SY	446	\$75.00	\$33,450.00	\$82.00	\$36,572.00	\$62.00	\$27,652.00
65	7010-108E	CURB AND GUTTER, SLOPED, 4 IN.	LF	3116.40	\$35.00	\$109,074.00	\$35.00	\$109,074.00	\$30.00	\$93,492.00
66	7010-108E	CURB AND GUTTER, DROPPED, 0 IN.	LF	2475.20	\$30.00	\$74,256.00	\$32.00	\$79,206.40	\$30.00	\$74,256.00
67	2304-0101000	TEMPORARY PAVEMENT, 6 IN. PCC	SY	110.90	\$100.00	\$11,090.00	\$65.00	\$7,208.50	\$57.00	\$6,321.30
68	7020-108B	HMA PAVEMENT, ST, 7 IN.	SY	3609.10	\$70.00	\$252,637.00	\$66.00	\$238,200.60	\$63.00	\$227,373.30
69	7030-108A	REMOVAL OF DRIVEWAY	SY	708	\$14.00	\$9,912.00	\$16.00	\$11,328.00	\$18.00	\$12,744.00
70	7030-108H	DRIVEWAYS, PCC, 6 IN.	SY	1010.10	\$100.00	\$101,010.00	\$71.00	\$71,717.10	\$68.00	\$68,686.80
71	7030-108H	CLASS A ROADSTONE	TON	40	\$90.00	\$3,600.00	\$80.00	\$3,200.00	\$40.00	\$1,600.00
72	7040-108H	REMOVAL OF PAVEMENT	SY	5866.20	\$12.00	\$70,394.40	\$11.00	\$64,528.20	\$10.75	\$63,061.65
73	7040-108I	REMOVAL OF CURB AND GUTTER	LF	114	\$16.50	\$1,881.00	\$17.00	\$1,938.00	\$14.00	\$1,596.00
74	2505-4008120	REMOVAL OF GUARDRAIL	LF	76	\$17.00	\$1,292.00	\$25.00	\$1,900.00	\$18.00	\$1,368.00
75	2401-6745765	LIGHT POLES, REMOVE	EACH	2	\$650.00	\$1,300.00	\$1,200.00	\$2,400.00	\$650.00	\$1,300.00
76	2523-0000100	LIGHT POLES, 28' METAL POLE W/ DIRECT BURIED AND 6' MAST ARM	EACH	2	\$5,500.00	\$11,000.00	\$7,000.00	\$14,000.00	\$6,000.00	\$12,000.00
77	2523-0000200	ELECTRICAL CIRCUITS	LF	30	\$55.00	\$1,650.00	\$160.00	\$4,800.00	\$60.00	\$1,800.00
78	8030-108A	TRAFFIC CONTROL	LS	1	\$40,000.00	\$40,000.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00
79	2528-2518000	SAFETY CLOSURE	EACH	14	\$250.00	\$3,500.00	\$54.00	\$756.00	\$100.00	\$1,400.00
80	8040	INTERSECTION MARKERS, TYPE "A"	EACH	4	\$7,000.00	\$28,000.00	\$325.00	\$1,300.00	\$18,500.00	\$74,000.00
81	8040	INTERSECTION MARKERS, TYPE "B"	EACH	2	\$5,000.00	\$10,000.00	\$325.00	\$650.00	\$7,500.00	\$15,000.00
82	8040-108B	TYPE A SIGNS, SHEET ALUMINUM	SF	48.10	\$45.00	\$2,164.50	\$26.00	\$1,250.60	\$25.00	\$1,202.50
83	8040-108D	PERFORATED SQUARE STEEL TUBE POSTS	LF	110	\$50.00	\$5,500.00	\$14.00	\$1,540.00	\$15.00	\$1,650.00
84	8040-108G	PERFORATED SQUARE STEEL TUBE ANCHOR	EACH	11	\$160.00	\$1,760.00	\$43.00	\$473.00	\$45.00	\$495.00
85	8040-108I	REMOVE & REINSTALL OF TYPE A SIGN ASSEMBLY	EACH	7	\$300.00	\$2,100.00	\$225.00	\$1,575.00	\$225.00	\$1,575.00
86	2524-6765210	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	8	\$275.00	\$2,200.00	\$270.00	\$2,160.00	\$100.00	\$800.00
87	9010-108D	WATERING	MGAL	100	\$160.00	\$16,000.00	\$30.00	\$3,000.00	\$75.00	\$7,500.00
88	9010-108B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRO-SEEDING, TYPE 4	ACRE	0.10	\$5,000.00	\$500.00	\$3,000.00	\$300.00	\$12,000.00	\$1,200.00
89	9010-108B	SEEDING, AND MULCHING FOR HYDRAULIC SEEDING, WILDFLOWER SEED	ACRE	0.30	\$10,000.00	\$3,000.00	\$5,000.00	\$1,500.00	\$14,000.00	\$4,200.00
90	9020-108A	SOD	SQ	307	\$100.00	\$30,700.00	\$65.00	\$19,955.00	\$145.00	\$44,515.00
91	9030	LANDSCAPING	LS	1	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$75,000.00	\$75,000.00
92	9040-108E	TEMPORARY RECP, TYPE 3B	SY	804	\$2.00	\$1,608.00	\$4.00	\$3,216.00	\$1.50	\$1,206.00
93	9040-108F	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	5329.50	\$2.50	\$13,323.75	\$3.00	\$15,988.50	\$2.00	\$10,659.00
94	9040-108F	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	5329.50	\$1.00	\$5,329.50	\$0.01	\$53.30	\$0.25	\$1,332.38
95	9040-108J	REVTMENT, CLASS E RIP RAP APRON (& ENG. FABRIC) FOR PIPE OUTLET, 9040.111	TON	22	\$65.00	\$1,430.00	\$100.00	\$2,200.00	\$60.00	\$1,320.00
96	9040-108N	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	674	\$2.50	\$1,685.00	\$2.50	\$1,685.00	\$2.25	\$1,516.50
97	9040-108N	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	674	\$0.75	\$505.50	\$0.01	\$6.74	\$0.25	\$168.50
98	9040-108R	TURF REINFORCEMENT MATTING (TYPE 2)	SQ	1	\$150.00	\$150.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
99	9040-108T	INTAKE PROTECTION, SEDIMENT CONTROL DEVICE, 9 IN.	EACH	24	\$80.00	\$1,920.00	\$90.00	\$2,160.00	\$100.00	\$2,400.00
100	9040-108T	MAINTENANCE OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	24	\$55.00	\$1,320.00	\$1.00	\$24.00	\$25.00	\$600.00
101	9070-108	REMOVE AND REINSTALL RETAINING WALL, AS PER PLAN	SF	275	\$150.00	\$41,250.00	\$100.00	\$27,500.00	\$100.00	\$27,500.00
102	9070-108	REMOVAL OF EXISTING LANDSCAPING, AS PER PLAN	LS	1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$65,000.00	\$65,000.00
103	9070-108A	MODULAR BLOCK RETAINING WALL	SF	259	\$55.00	\$14,245.00	\$45.00	\$11,655.00	\$45.00	\$11,655.00
104	2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	18	\$80.00	\$1,440.00	\$60.00	\$1,080.00	\$75.00	\$1,350.00
105	2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	2	\$55.00	\$110.00	\$1.00	\$2.00	\$25.00	\$50.00
106	2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	2	\$55.00	\$110.00	\$1.00	\$2.00	\$25.00	\$50.00
107	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	30	\$195.00	\$5,850.00	\$100.00	\$3,000.00	\$100.00	\$3,000.00
108	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	30	\$55.00	\$1,650.00	\$1.00	\$30.00	\$25.00	\$750.00

Item 19.

North Cedar Heights Area Reconstruction Phase 2 - Bid Tab					Engineer Estimate		Boomerang		Peterson Contractors Inc	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Ext
109	2602-0000550	REMOVAL OR GRATE INTAKE SEDIMENT FILTER BAG	EACH	30	\$55.00	\$1,650.00	\$1.00	\$30.00	\$25.00	\$750.00
110	11020-108A	MOBILIZATION	LS	1	\$350,000.00	\$350,000.00	\$600,000.00	\$600,000.00	\$350,000.00	\$350,000.00
111	11030-108A	MAILBOX, REMOVE AND REINSTALL	EACH	31	\$500.00	\$15,500.00	\$250.00	\$7,750.00	\$650.00	\$20,150.00
112	11050-108A	CONCRETE WASHOUT	LS	1	\$10,000.00	\$10,000.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00
Base Bid Total:					\$4,370,537.48		\$3,950,001.44		\$3,974,144.58	

Item 19.



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 18, 2024

SUBJECT: West Viking Road Reconstruction and Trail Project
 City Project Number RC-362-3212
 Easements (Temporary and Permanent)

The City of Cedar Falls is planning the reconstruction of the West Viking Road, primarily from Union Road to Hudson Road. The project requires the acquisition of temporary and permanent easements from seventeen (17) properties to complete construction. The project is in both the jurisdictional limits of Cedar Falls and Black Hawk County. All owners along the corridor have accepted our offer and are listed below:

Parcel #	Property Owner	Street Address	Jurisdiction		Easement Type	
			City	County	Permanent	Temporary
1	Johansen/Kalkhoff	6920 Viking Rd		X		X
2	Schlotman	6910 Viking Rd		X		X
3	Hager	6830 Viking Rd		X		X
4	Schultes	6810 Viking Rd		X		X
5	Zey	6728 Viking Rd		X		X
6	Lorenzen	6716 Viking Rd		X		X
7	Riggs	6702 Viking Rd		X	X	X
8	Bullers	6616 Viking Rd		X		X
9	KMTC Group, LLC	891427326001		X	X	X
10	KMTC Group, LLC	891427401003		X	X	X
11	Campbell	6314 Viking Rd		X		X
12	Muncy	6206 Viking Rd	X			X
20	Elvain	6211 Viking Rd	X			X
21	Dickinson	6317 Viking Rd	X			X
22	Baridon	6337 Viking Rd	X			X
23	Jernigan	6415 Viking Rd	X			X
24	Nauholz	6421 Viking Rd	X			X

Attached is a map that identifies the location of these properties. Also attached are the individual Owner Purchase Agreements, and the documentation for each individual temporary or permanent easement.

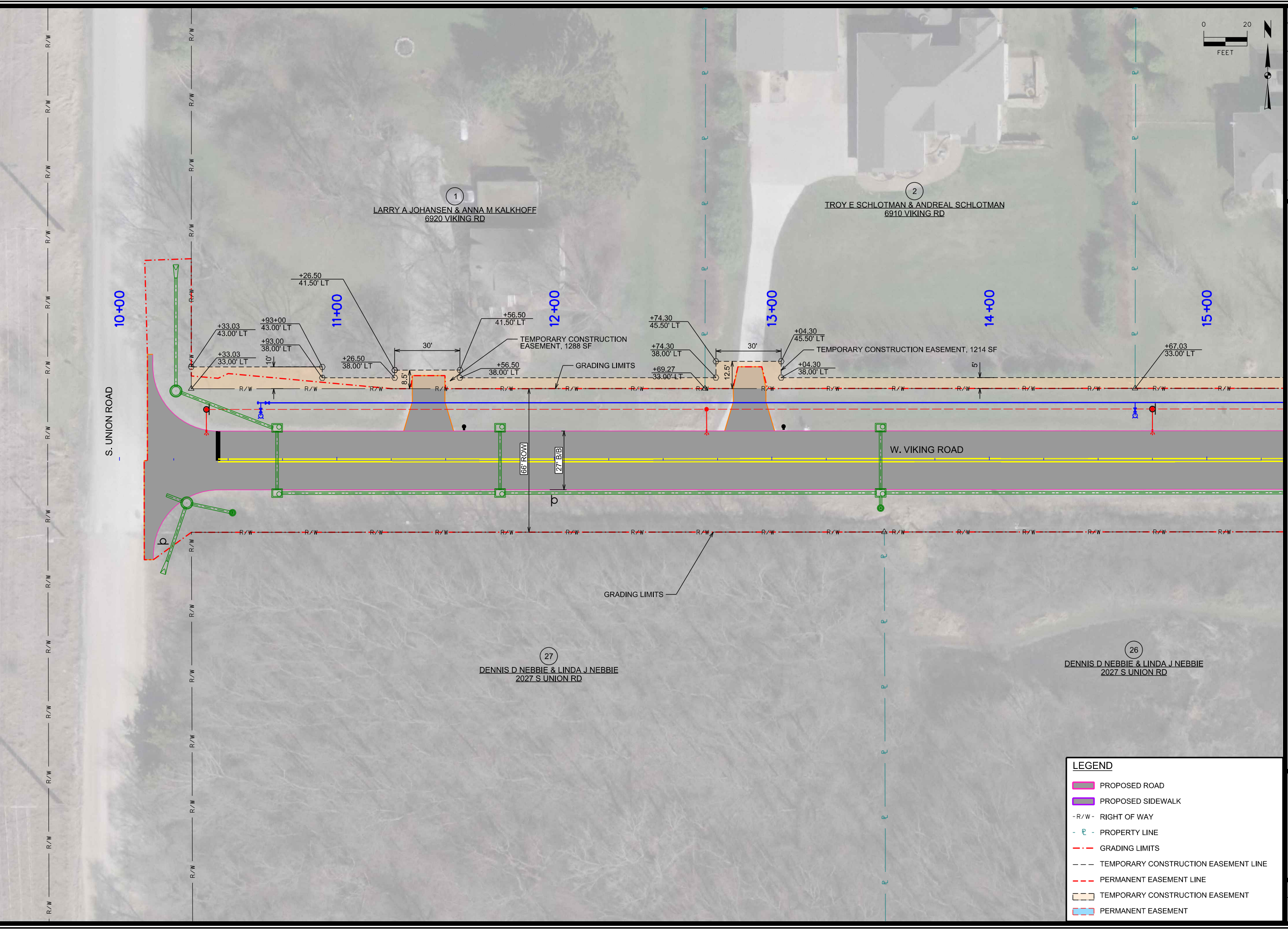
The City has used General Obligation Funds for the right-of-way portion of this project. The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the West Viking Road Reconstruction Project under the original 2019 Engineering Services Agreement on December 3rd, 2018. The City also entered into an agreement with Black Hawk County on August 8, 2023 for outlining the responsibilities between the City and the County with regards to design, right-of-way acquisition, financial contribution, construction, and future maintenance of West Viking Road from Union Road to the City Limits near Production Drive. Funds for this project are identified in the Cedar Falls Capital Improvements Program in under item number 142. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving all acquisitions and authorize the Mayor to execute the City's portion of the agreements for the West Viking Road Reconstruction and Trail Project.

If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works
David Wicke, City Engineer
Kevin Rogers, City Attorney
Lisa Roeding, City Controller/Treasurer

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LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- R/W - RIGHT OF WAY
- P - PROPERTY LINE
- - - GRADING LIMITS
- - - TEMPORARY CONSTRUCTION EASEMENT LINE
- - - PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

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Engineer: LEJ	Checked By: JMS	JMS	
Technician: EIG	Date: 2/15/2024		
Project No: 1181174K			Sheet

W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

CEDAR FALLS, IOWA

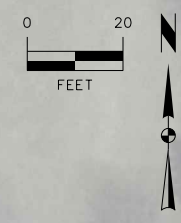
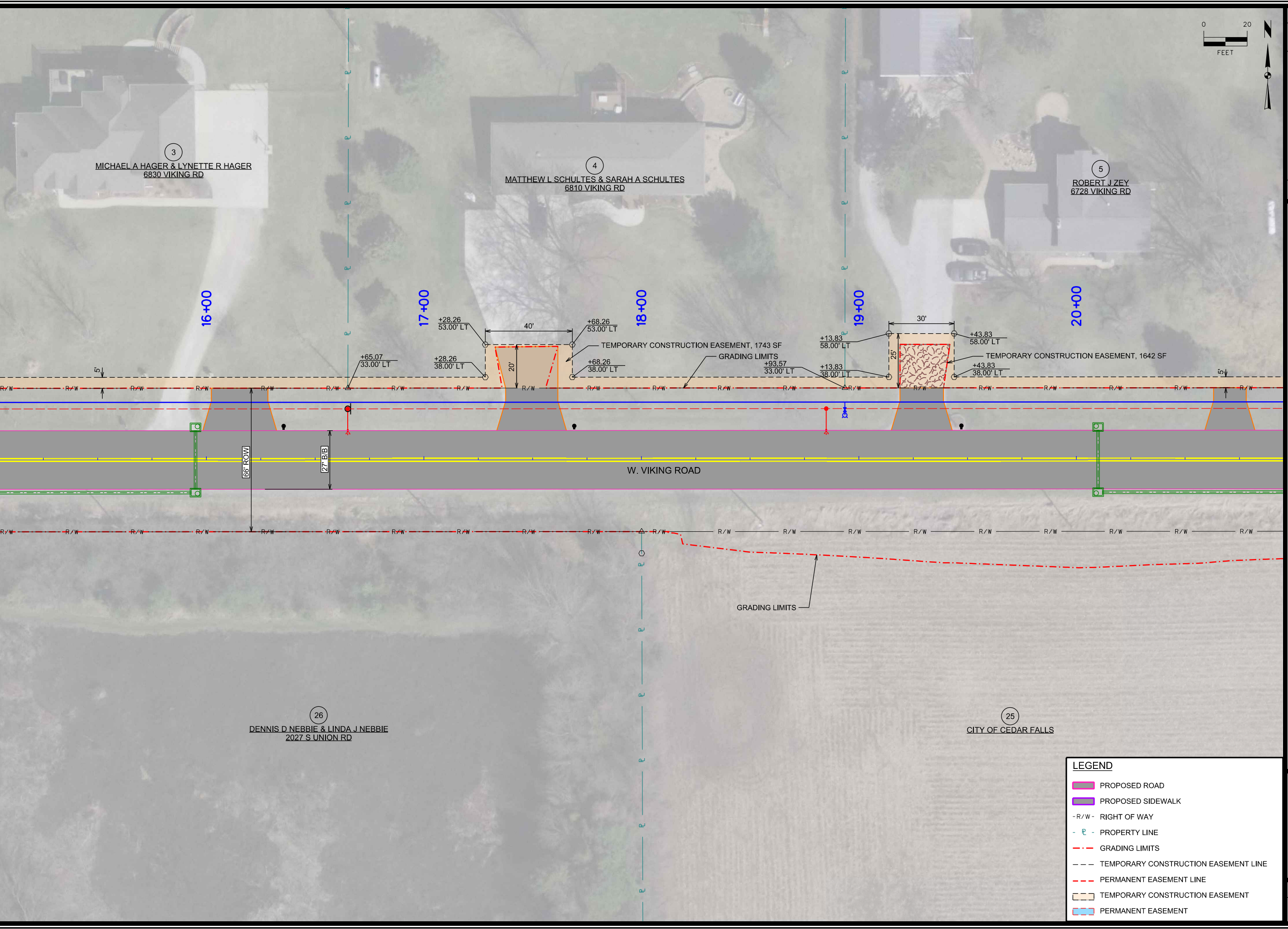
SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

Project No: 1 239

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W. VIKING ROAD RECONSTRUCTION AND TRAIL
 RIGHT OF WAY
 CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
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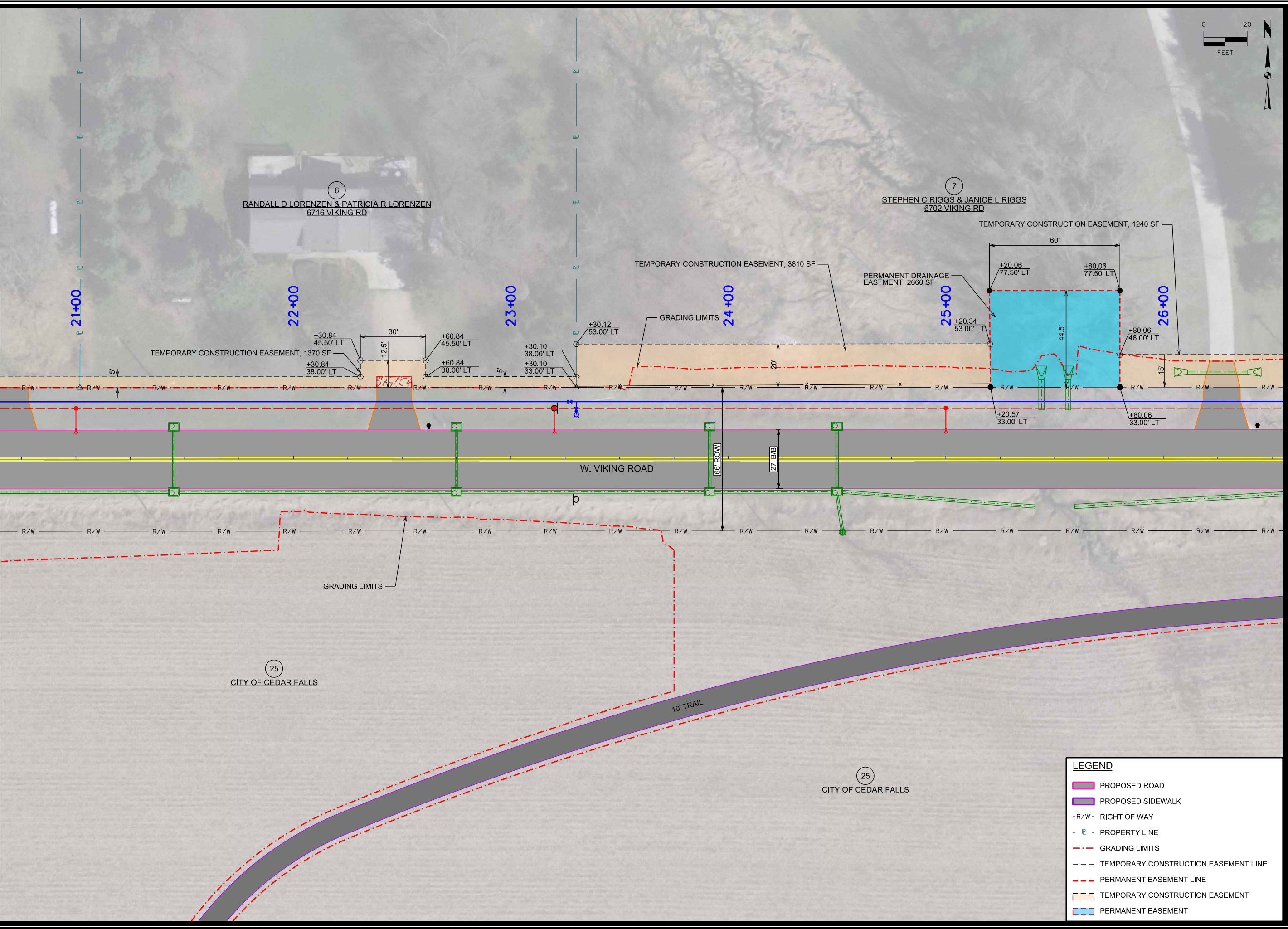
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LEGEND

	PROPOSED ROAD
	PROPOSED SIDEWALK
	R/W - RIGHT OF WAY
	PROPERTY LINE
	GRADING LIMITS
	TEMPORARY CONSTRUCTION EASEMENT LINE
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	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT EASEMENT

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W. VIKING ROAD RECONSTRUCTION AND TRAIL
 RIGHT OF WAY
 CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
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 515-964-2020 | www.snyder-associates.com

LEGEND	
	PROPOSED ROAD
	PROPOSED SIDEWALK
	- R/W - RIGHT OF WAY
	- P - PROPERTY LINE
	GRADING LIMITS
	TEMPORARY CONSTRUCTION EASEMENT LINE
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	PERMANENT EASEMENT

SNYDER & ASSOCIATES

Project No: 1 **241**

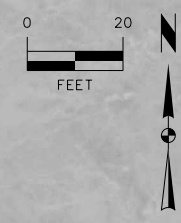
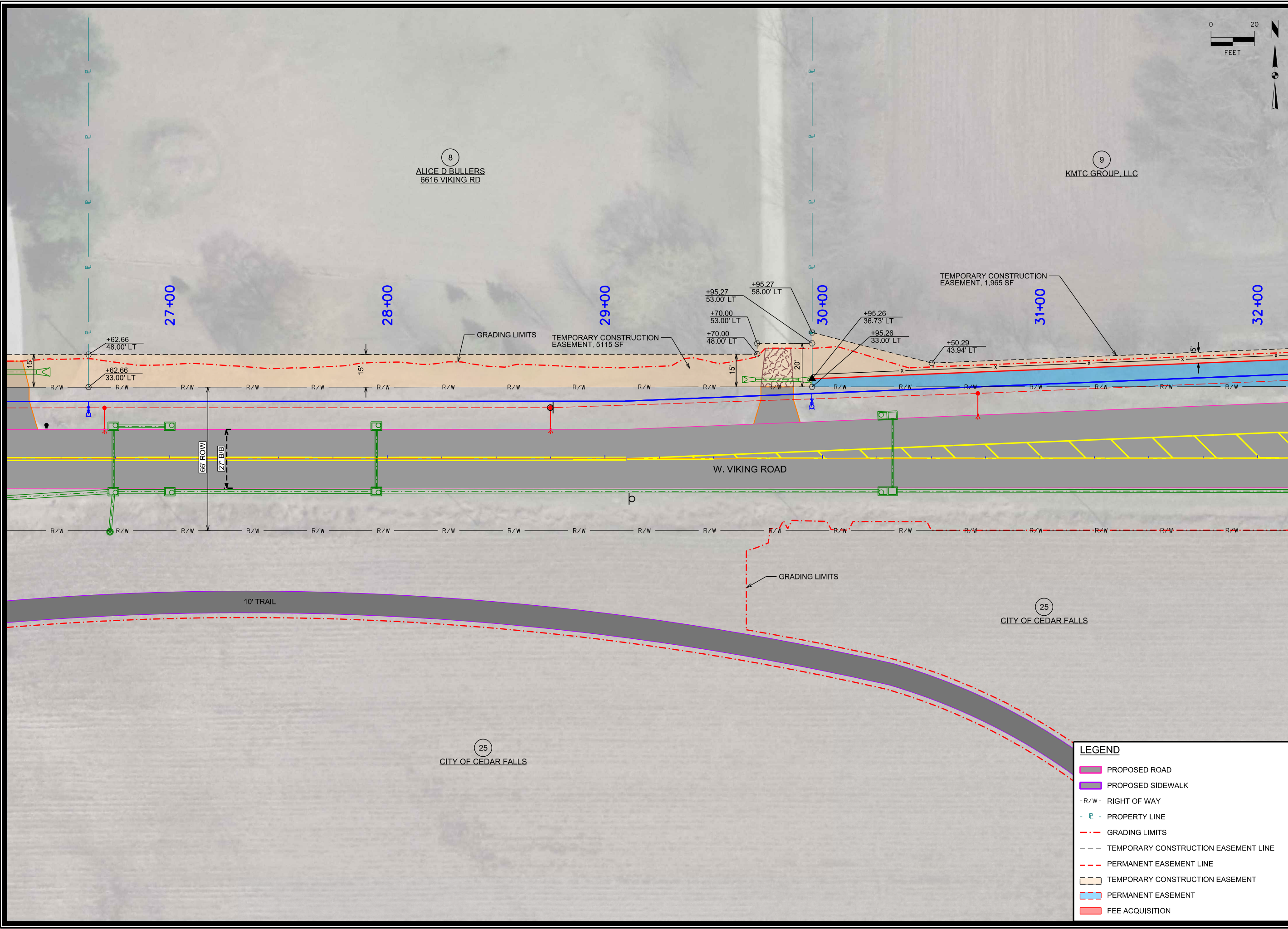
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W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 1 242

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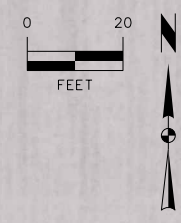
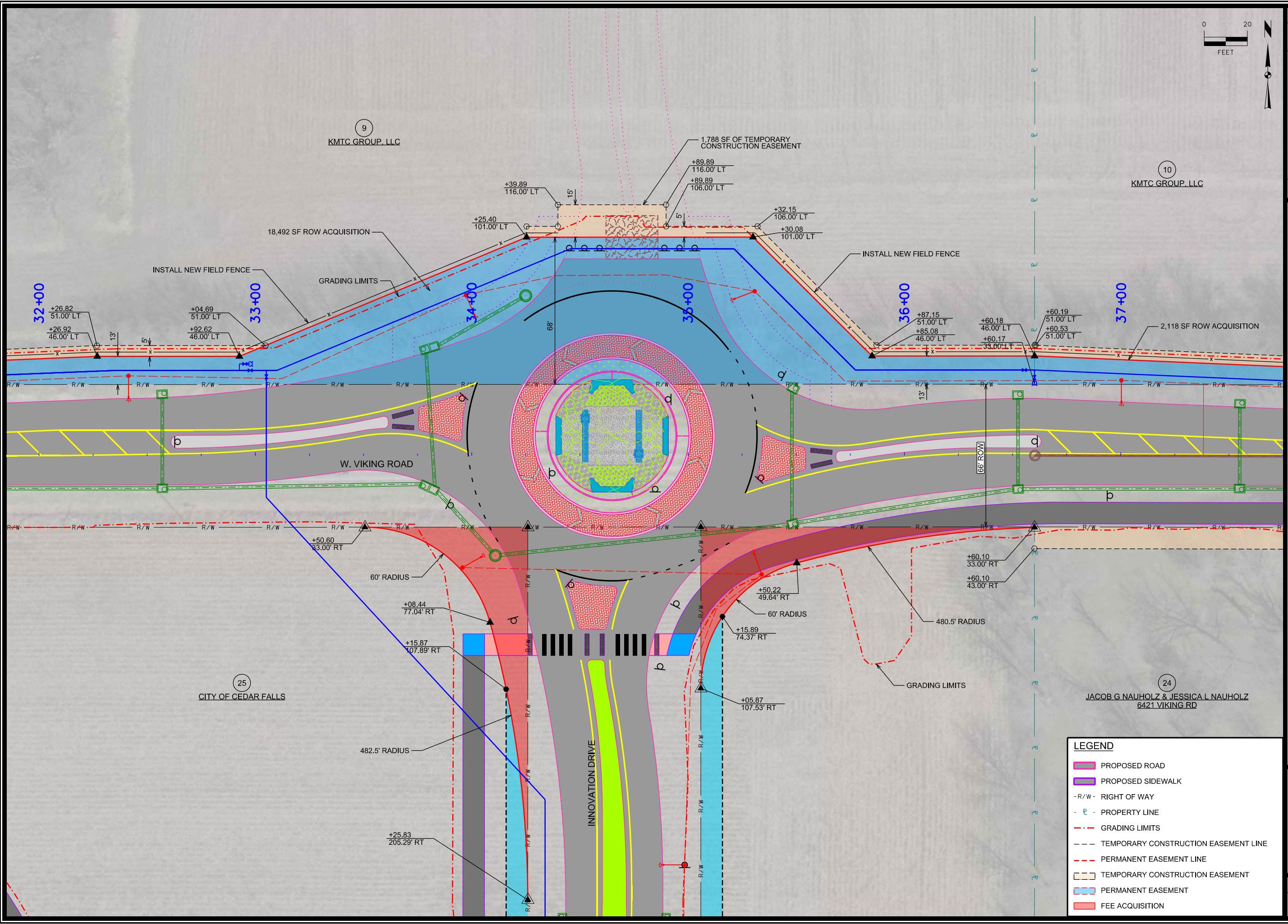
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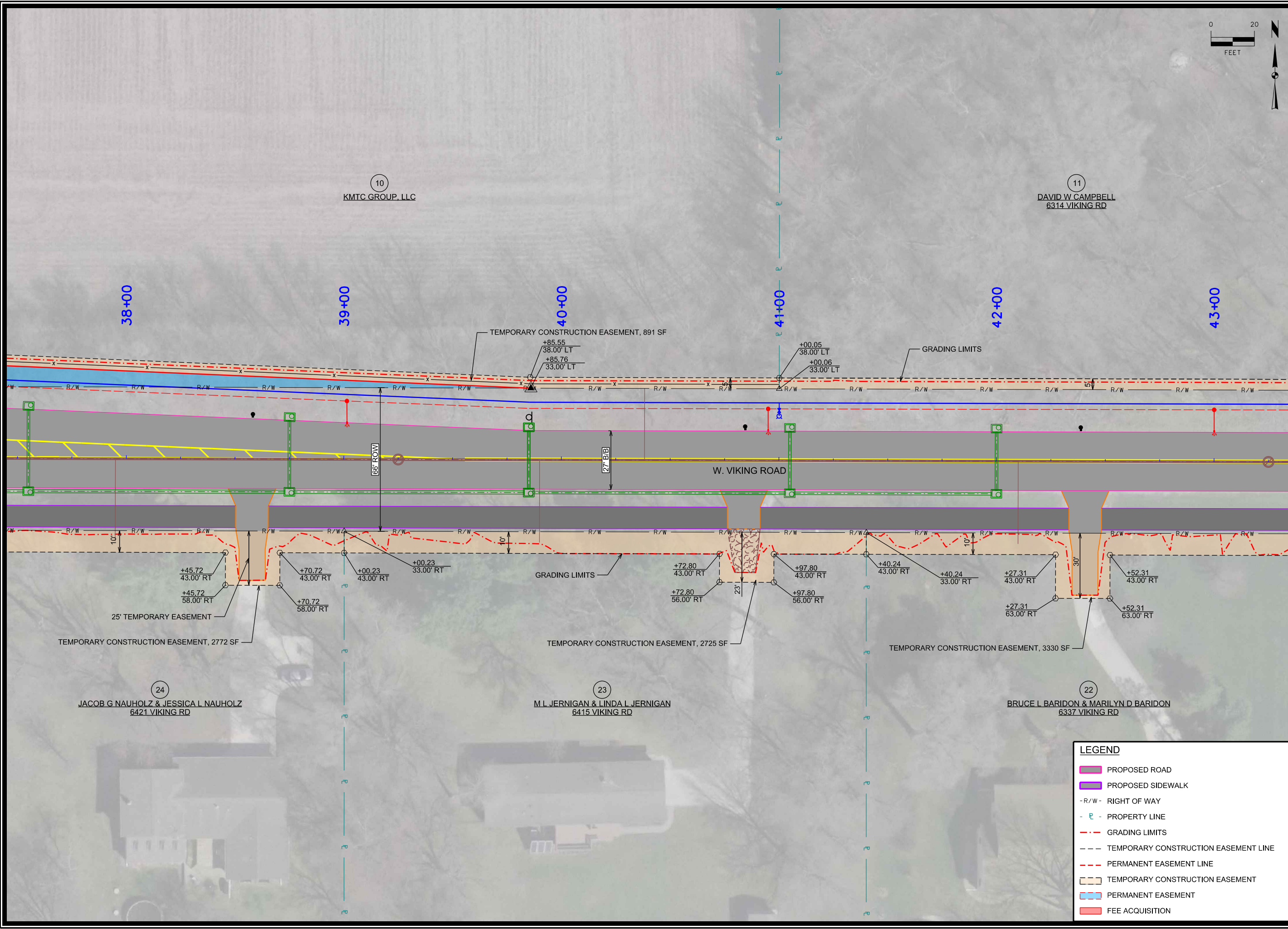
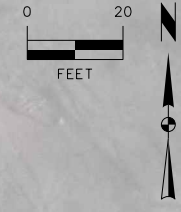


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Engineer: LEJ	Date: 3/5/2024	Sheet
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Project No:	1181174K	

W. VIKING ROAD RECONSTRUCTION AND TRAIL
RIGHT OF WAY
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

LEGEND	
	PROPOSED ROAD
	PROPOSED SIDEWALK
	-R/W- RIGHT OF WAY
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	TEMPORARY CONSTRUCTION EASEMENT LINE
	PERMANENT EASEMENT LINE
	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT EASEMENT
	FEE ACQUISITION

Project No: 1
Sheet 243



10
KMTC GROUP, LLC

11
DAVID W. CAMPBELL
6314 VIKING RD

38+00

39+00

40+00

41+00

42+00

43+00

TEMPORARY CONSTRUCTION EASEMENT, 891 SF

GRADING LIMITS

W. VIKING ROAD

GRADING LIMITS

25' TEMPORARY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT, 2772 SF

TEMPORARY CONSTRUCTION EASEMENT, 2725 SF

TEMPORARY CONSTRUCTION EASEMENT, 3330 SF

24
JACOB G. NAUHOLZ & JESSICA L. NAUHOLZ
6421 VIKING RD

23
M. L. JERNIGAN & LINDA L. JERNIGAN
6415 VIKING RD

22
BRUCE L. BARIDON & MARILYN D. BARIDON
6337 VIKING RD

LEGEND

- PROPOSED ROAD
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- - - TEMPORARY CONSTRUCTION EASEMENT LINE
- - - PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- FEE ACQUISITION

Item 20.
REVISION
Checked By: JMS
Scale:
Field Bc:
Engineer: LEJ
Date: 2/27/2024
Technician: EIG
Project No: 1181174K
Sheet

W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 1

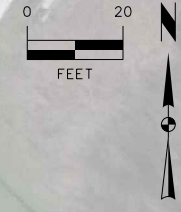
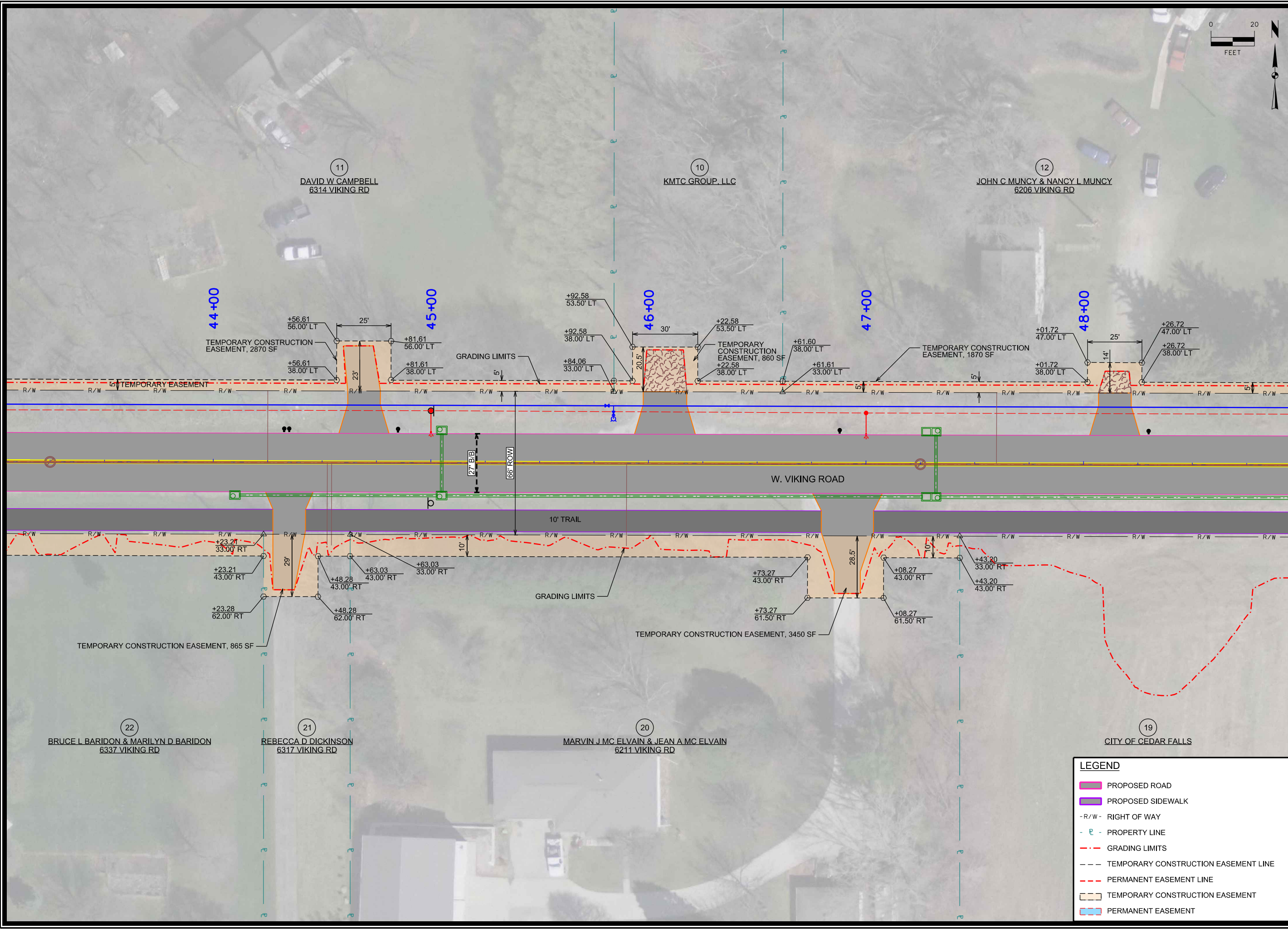
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Engineer: LEJ	Checked By: JMS	2/26/2024	
Technician: EIG	Date: 2/26/2024		
Project No: 1181174K			Sheet

W. VIKING ROAD RECONSTRUCTION AND TRAIL
RIGHT OF WAY
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

LEGEND	
	PROPOSED ROAD
	PROPOSED SIDEWALK
	R/W - RIGHT OF WAY
	PROPERTY LINE
	GRADING LIMITS
	TEMPORARY CONSTRUCTION EASEMENT LINE
	PERMANENT EASEMENT LINE
	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT EASEMENT

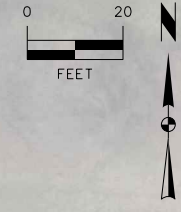
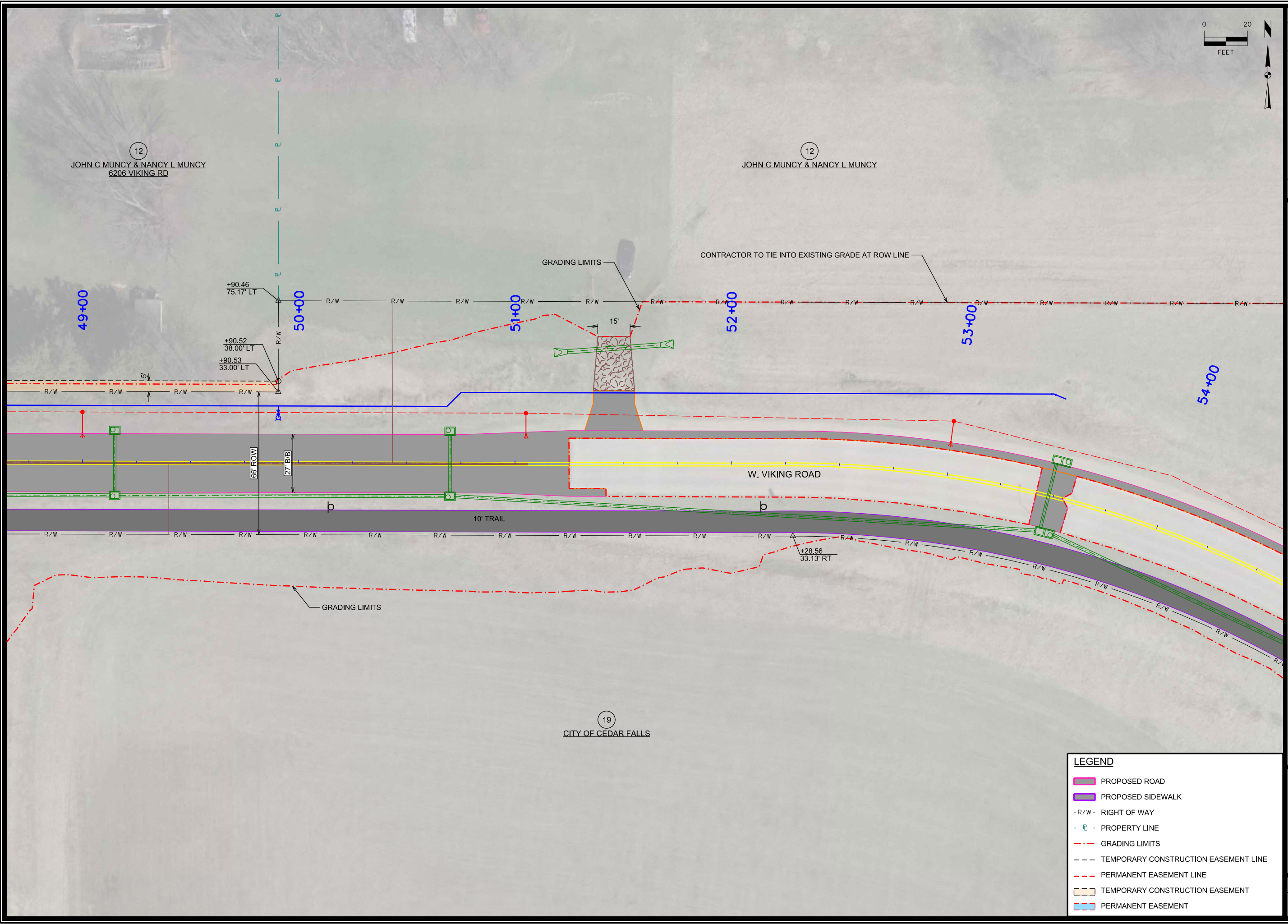
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Sheet 245

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Engineer: LEJ	Checked By: JMS		
Technician: EIG	Date: 2/15/2024		
Project No: 1181174K			Sheet

W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

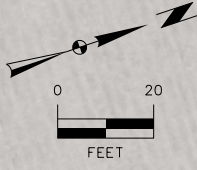
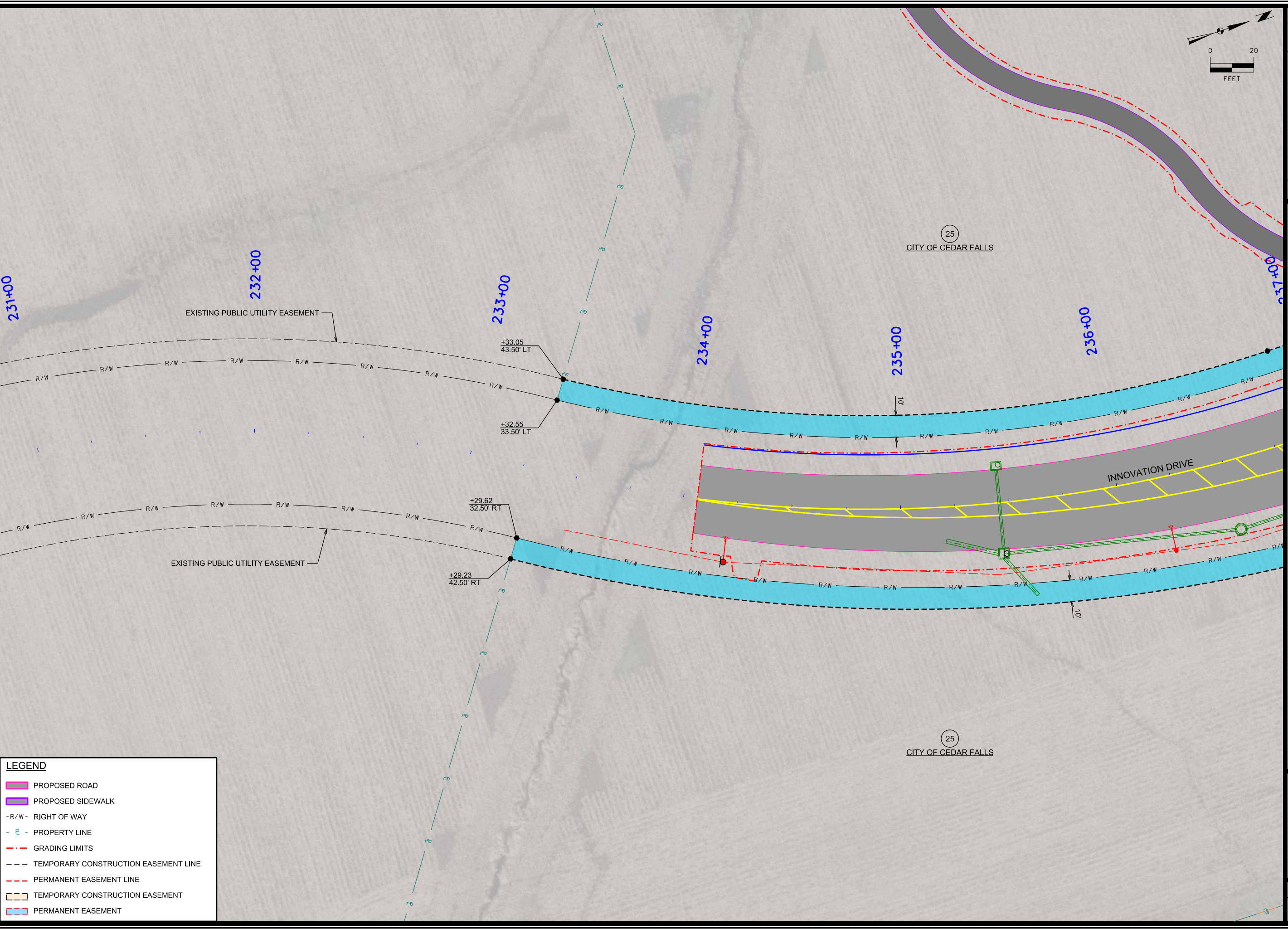
LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- R/W- RIGHT OF WAY
- P - PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

Project No: 1 246

Sheet

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LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- R/W- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

MARK	REVISION	Checked By: JMS	Scale:	Field Bc:	Item 20.
Engineer: LEJ	Checked By: JMS	Date: 2/15/2024			Sheet
Technician: EIG					Project No: 1181174K

W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

CEDAR FALLS, IOWA

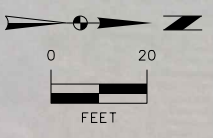
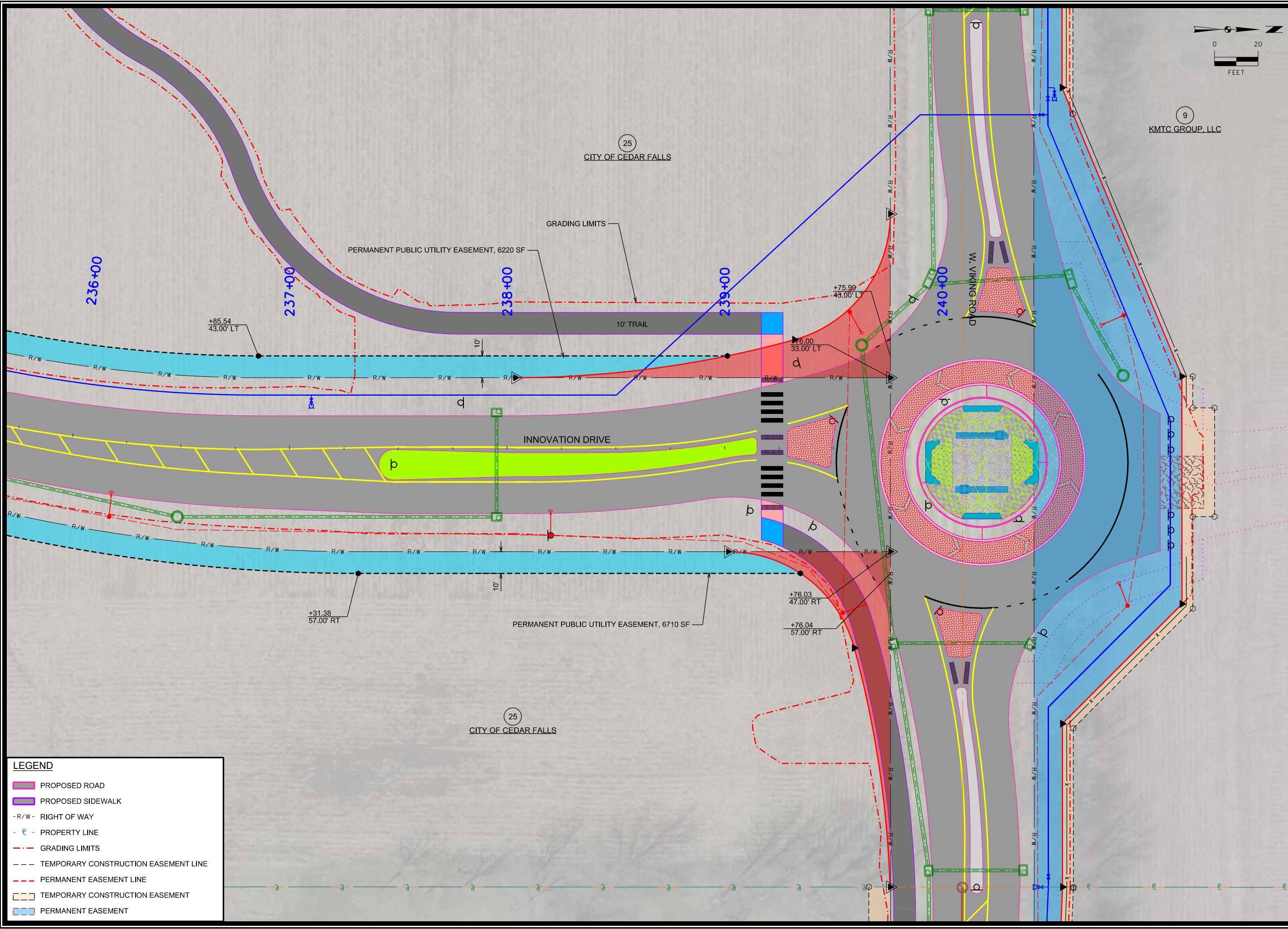
SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1	247
Sheet	

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LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- R/W- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

9
 KMTG GROUP, LLC

Item 20.			
REVISION	Checked By: JMS	Scale:	Field Bc:
Engineer: LEJ	Date: 3/5/2024		
Technician: EIG			
Project No:	1181174K		Sheet

W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

SNYDER & ASSOCIATES, INC.

CEDAR FALLS, IOWA

2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1
 Sheet 248

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 6206 W Viking Rd
Parcel Number: 12
Project Number: RC-362-3212**

**County Tax Parcel No: 891427476007
Project Name: W. Viking Road Reconstruction**

THIS OWNER PURCHASE AGREEMENT is entered into on this 06 day of FEBRUARY, 2024 by and between John Charles Muncy, an undivided one – half (1/2) interest, and Nancy Lynette Muncy, , an undivided one – half (1/2) interest (“Seller”), and the City of Cedar Falls, Iowa, (“Buyer”).

- 1. Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The “Premises”)

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. In consideration of Seller’s conveyance of a temporary easement interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

BREAKDOWN: ac. = acres sq. ft. = square feet		
Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,870</u> sq. ft.	\$ <u>530.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Additional Damages:		\$ <u>4,500.00</u>
Total		\$ <u>5,030.00</u>

Payment shall be due on the closing date unless otherwise specified as follows: Payment to be certified mailed to Seller the week after approval by regular City Council meeting.

- 3. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project, except as set forth in Paragraph 8 below.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller’s interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, and payment of the agreed upon price. Notwithstanding the above, Seller grants to Buyer the immediate right to enter

the Premises for the purpose of gathering survey and soil data.

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLERS:

John Charles Muncy 07-06-2024
Date

Nancy Lynette Muncy 07-06-2024
Date

State of Iowa

County of Blackhawk

This record was acknowledged before me on the 6 day of February, 2024, by John Charles Muncy and Nancy Lynette Muncy.

Melissa L. Malone
Signature of notarial officer

Sept 26, 2025
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Daniel Laudick, Mayor

ATTEST:

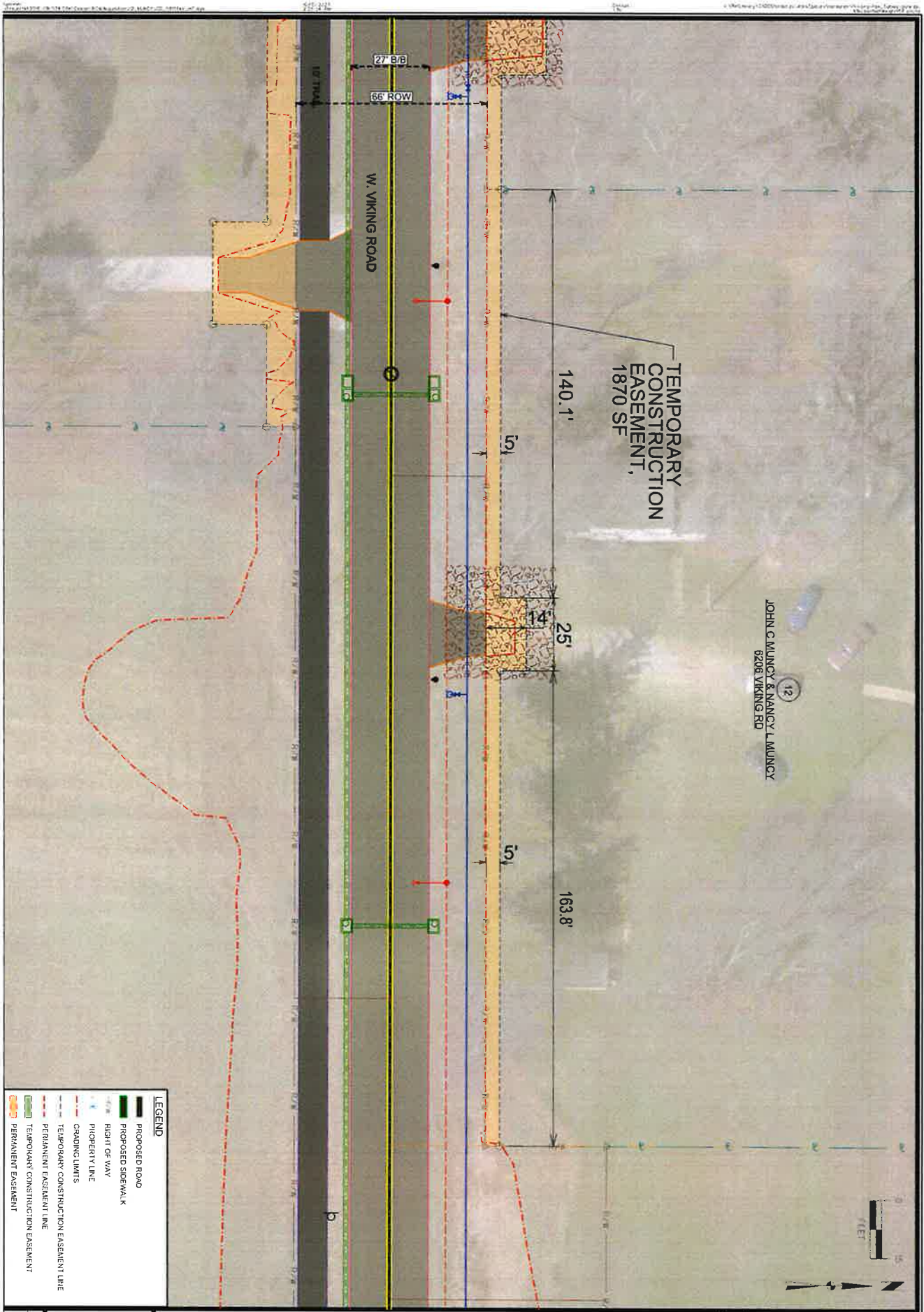
By: _____
Kim Kerr, CMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

SNYDER & ASSOCIATES

Project No.: 18174K
 Sheet: H.7

W. VIKING ROAD RECONSTRUCTION AND TRAIL
 RIGHT OF WAY
 CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-984-2020 | www.snyder-associates.com

DATE	BY	REVISION
10/10/2023	JMS	Final Dwg
10/10/2023	EIG	Check Dwg
10/10/2023	LEJ	Engineer

Project No: 18174K
 Sheet: H.7

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this 6 day of Feb, 2024, by JOHN CHARLES MUNCY, an undivided one-half (1/2) interest, and NANCY LYNETTE MUNCY, an undivided one-half (1/2) interest ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) twenty-four (24) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

JOHN CHARLES MUNCY,
an undivided one-half (1/2) interest

John Charles Muncy

NANCY LYNETTE MUNCY,
an undivided one-half (1/2) interest

Nancy Lynette Muncy

State of IOWA)

County of BLACKHAWK)

This record was acknowledged before me on the 6 day of February,
~~2024~~, by John Charles Muncy and Nancy Lynette Muncy.

Melissa L. Malone
Signature of notarial officer



[Notary Public in and for the State of IOWA]

[My commission expires: Sept 26 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC
City Clerk

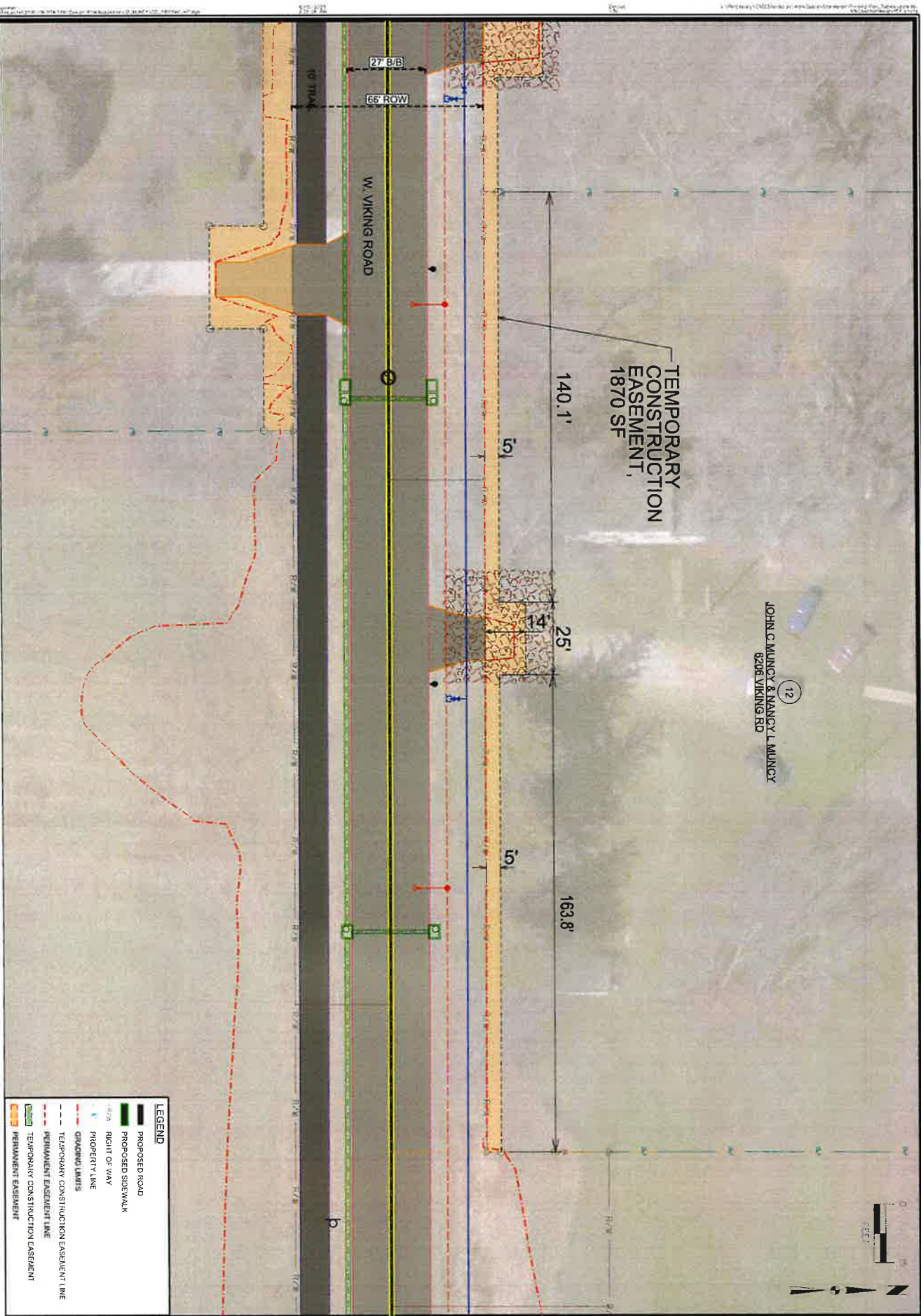
State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar
Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



JOHN C. MUNCY & NANCY L. MUNCY
6208 VIKING RD
12

LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

W. VIKING ROAD RECONSTRUCTION AND TRAIL
RIGHT OF WAY

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES

Project No: 181174K
Sheet: H.7

DATE	BY	REVISION
11/15	JMS	Checked EIC
10/10/2023	EIC	Drawn EIC

Project No: 181174K
Sheet: H.7

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 6211 W Viking Rd
Parcel Number: 20
Project Number: RC-362-3212

County Tax Parcel No: 891434201004
Project Name: W. Viking Road Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this 4 day of JANUARY, 2024, by and between Marvin J McElvain and Jean A McElvain, ("Sellers"), and the City of Cedar Falls, Iowa, ("Buyer").

- 1. Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The "Premises")

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. In consideration of Seller's conveyance of a temporary easement interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	<u>3,450</u>	sq. ft.	\$ <u>980.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Additional Damages:			\$ _____
Total			\$ <u>980.00</u>

Payment shall be due on the closing date unless otherwise specified as follows: Payment to be certified mailed to Seller the week after approval by regular City Council meeting.

- 3. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project, except as set forth in Paragraph 8 below.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, and payment of the agreed upon price. Notwithstanding the above, Seller grants to Buyer the immediate right to enter

- the Premises for the purpose of gathering survey and soil data.
6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
 8. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLERS:

 1-4-2024
Date

 1-4-24
Date

State of Iowa

County of Blackhawk

This record was acknowledged before me on the 4th day of January, 2024 by
Marvin J. McElvain and Jean A. McElvain.


Signature of notarial officer

5/18/25
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

Item 20.

By: _____
Daniel Laudick, Mayor

ATTEST:

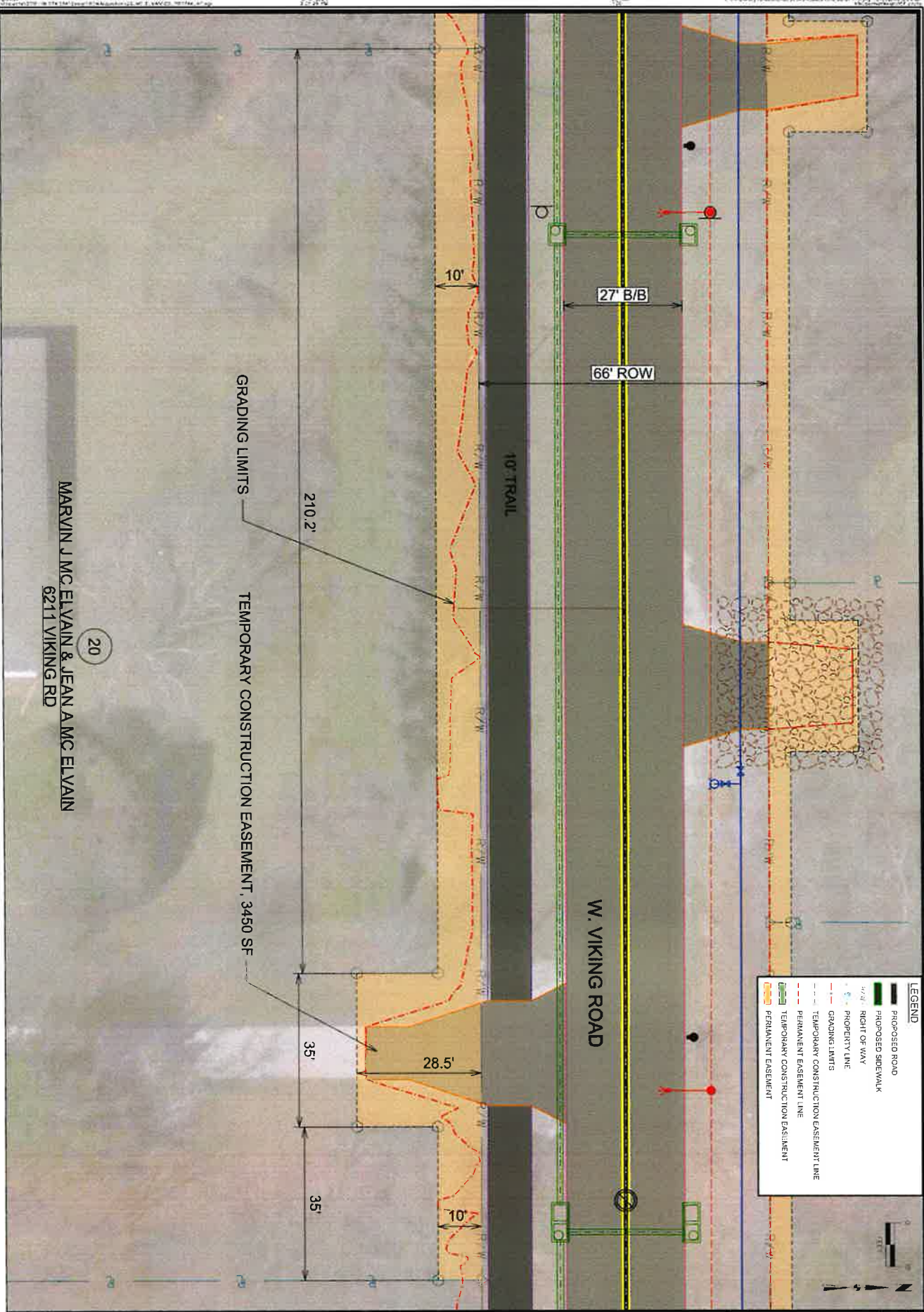
By: _____
Kim Kerr, CMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- - - GRADING LIMITS
- - - TEMPORARY CONSTRUCTION EASEMENT LINE
- - - PERMANENT EASEMENT LINE
- - - TEMPORARY CONSTRUCTION EASEMENT
- - - PERMANENT EASEMENT

MARVIN J MC ELVAIN & JEAN A MC ELVAIN
 6211 VIKING RD
 20

SNYDER & ASSOCIATES

Project No: 1181174K
 Sheet: H.7

W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: JMS	Scale: 1"=10'	
Technician: EIC	Date: 10/10/2023	Plot Date:	
Project No: 1181174K	Sheet: H.7		

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this 4th day of January, 2024, by MARVIN J. MCELVAIN and JEAN A. MCELVAIN ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) twenty-four (24) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR

[Signature]
MARVIN J. MCELVAIN

[Signature]
JEAN A. MCELVAIN

State of Iowa)

County of Blackhawk)

This record was acknowledged before me on the 4th day of January, 2024 by Marvin J. McElvain and Jean A. McElvain.

[Signature]
Signature of notarial officer

[Notary Public in and for the State of Iowa]

[My commission expires: 5/18/25]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC
City Clerk

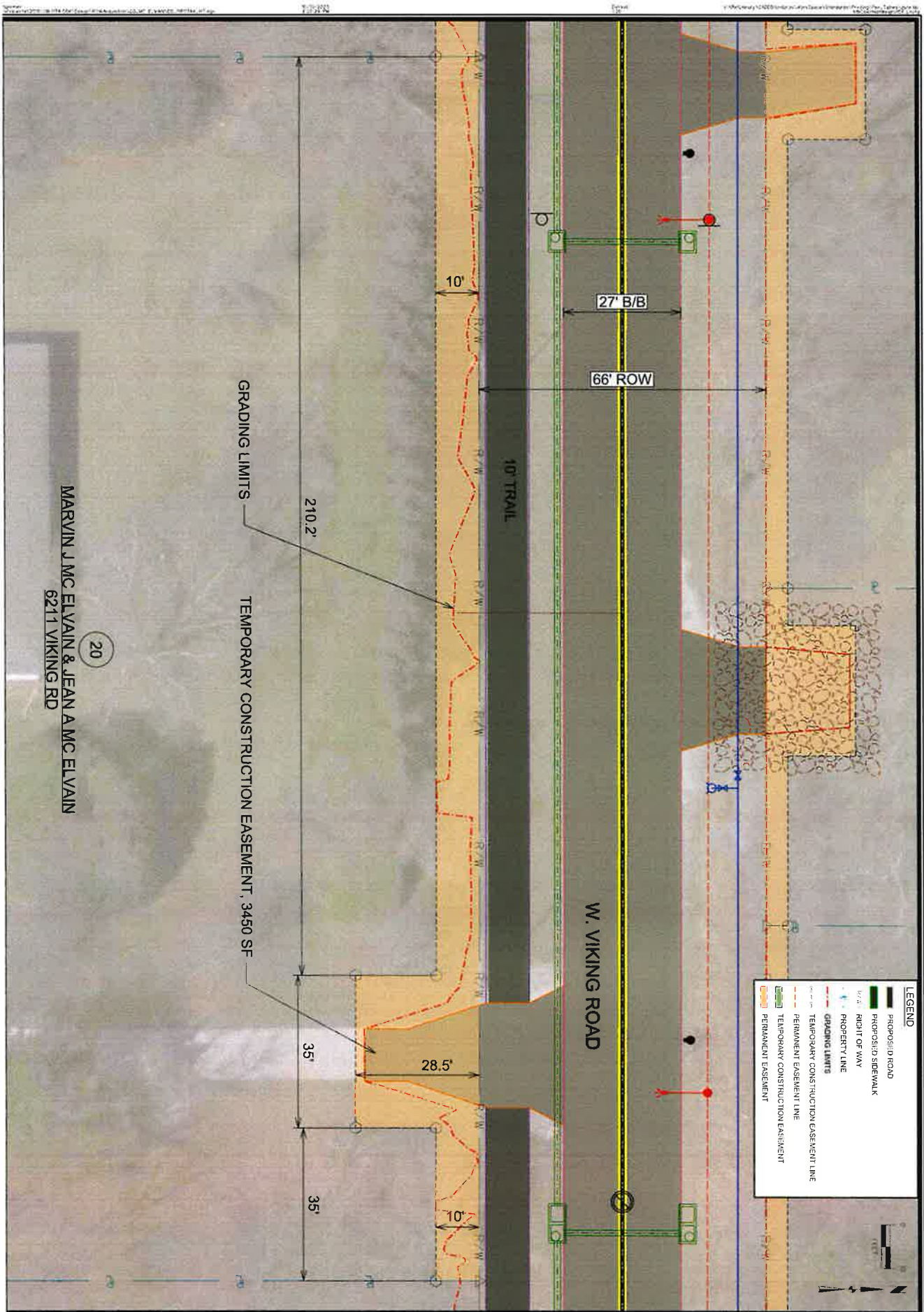
State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar
Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



MARVIN J MC ELVAIN & JEAN A MC ELVAIN
 6211 VIKING RD
 20

GRADING LIMITS
 210.2'
 TEMPORARY CONSTRUCTION EASEMENT, 3450 SF

10' TRAIL

W. VIKING ROAD

LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- PERMANENT EASEMENT

W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES

Project No: 18174K
 Sheet: H.7

NAME	REVISION	DATE	BY
LEJ	CHANG	JMS	
ERG		10/10/2023	

Project No: H81174K
 Sheet: H.7

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 6317 W Viking Rd
Parcel Number: 21
Project Number: RC-362-3212

County Tax Parcel No: 891434201020
Project Name: W. Viking Road Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this 16 day of JANUARY, 2024
by and between Rebecca D Dickinson, ("Seller"), and the City of Cedar Falls, Iowa, ("Buyer").

- 1. Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The "Premises")

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. In consideration of Seller's conveyance of a temporary easement interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	865	sq. ft.	\$ 250.00
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Additional Damages:			\$ _____
Total			\$ 250.00

Payment shall be due on the closing date unless otherwise specified as follows: Payment to be certified mailed to Seller the week after approval by regular City Council meeting.

- 3. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project, except as set forth in Paragraph 8 below.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, and payment of the agreed upon price. Notwithstanding the above, Seller grants to Buyer the immediate right to enter

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

[Signature] 1.16.24
Date

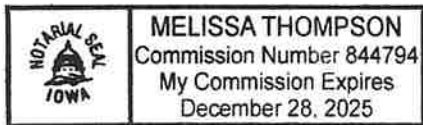
State of Iowa

County of Blackhawk

This record was acknowledged before me on the 16 day of January, 2024, by Rebecca D. Dickinson.

[Signature]
Signature of notarial officer

12-28-2025
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

Item 20.

By: _____
Daniel Laudick, Mayor

ATTEST:

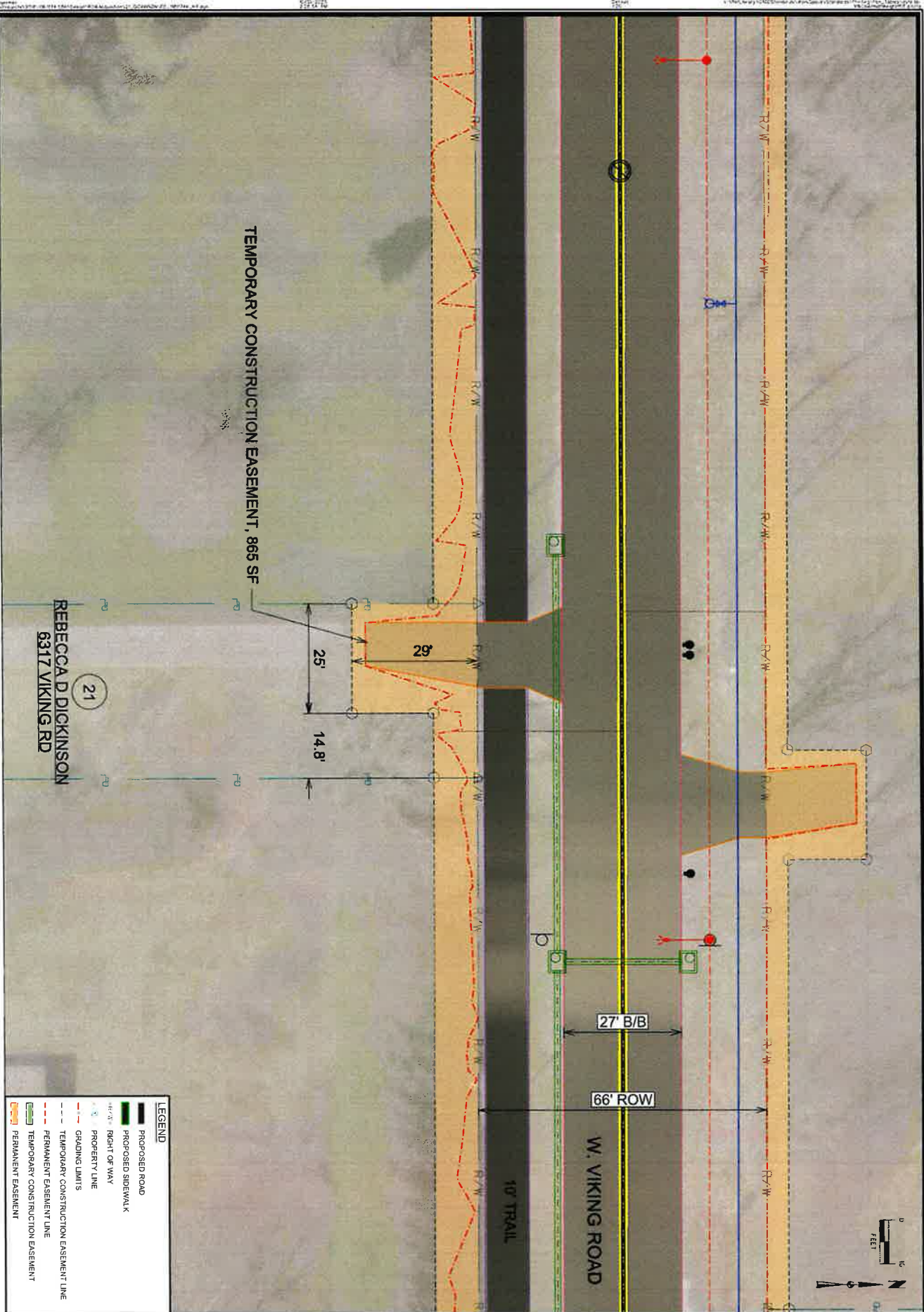
By: _____
Kim Kerr, CMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: JMS	Scale: 1"=10'	
Technician: EIC	Date: 10/10/2023	Drawn By:	
Project No: 18B1174K	Sheet	H.7	

SNYDER & ASSOCIATES

Project No: 18B1174K
Sheet: H.7

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this 16 day of January, 2024, by REBECCA D. DICKINSON ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) twenty-four (24) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR

[Handwritten signature]

REBECCA D. DICKINSON

State of Iowa)

County of Blackhawk)

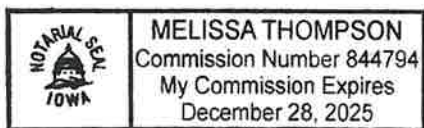
This record was acknowledged before me on the 16 day of January, 2024, by Rebecca D. Dickinson.

[Handwritten signature: Melissa Thompson]

Signature of notarial officer

[Notary Public in and for the State of IOWA]

[My commission expires: 12-28-2025]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC
City Clerk

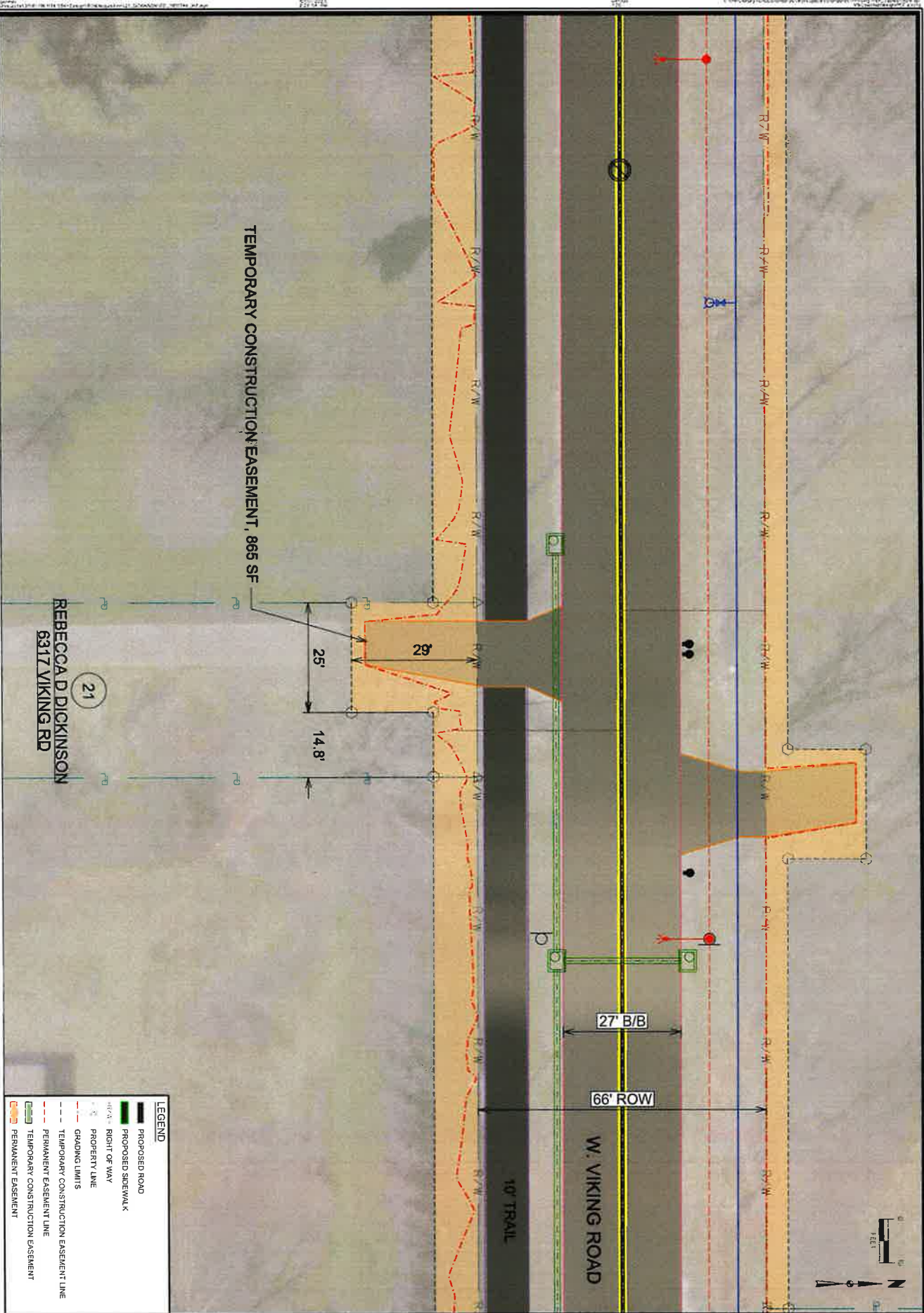
State of _____)

County of _____)

This instrument was acknowledged before me on _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



TEMPORARY CONSTRUCTION EASEMENT, 865 SF

REBECCA D DICKINSON
6317 VIKING RD

21

LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

W. VIKING ROAD RECONSTRUCTION AND TRAIL
RIGHT OF WAY
 CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

NAME	REVISION	DATE	BY
Engineer: L.E.J.	Checked By: JMS	Scale: 1"=10'	
Technician: EIG	Date: 10/10/2023	Plot Date: Pg.	
Project No: 1881174K	Sheet	H.7	

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 6337 W Viking Rd
Parcel Number: 22
Project Number: RC-362-3212

County Tax Parcel No: 891434201009
Project Name: W. Viking Road Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this 21 day of December, 2023 by and between Bruce L. Baridon and Marilyn D. Baridon, ("Sellers"), and the City of Cedar Falls, Iowa, ("Buyer").

- 1. Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The "Premises")

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. In consideration of Seller's conveyance of a temporary easement interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

BREAKDOWN: ac. = acres sq. ft. = square feet		
Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>3,330</u> sq. ft.	\$ <u>945.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Additional Damages:		\$ <u>625.00</u>
Total		\$ <u>1,570.00</u>

Payment shall be due on the closing date unless otherwise specified as follows: Payment to be certified mailed to Seller the week after approval by regular City Council meeting.

- 3. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project, except as set forth in Paragraph 8 below.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, and payment of the agreed upon price. Notwithstanding the above, Seller grants to Buyer the immediate right to enter

the Premises for the purpose of gathering survey and soil data.

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLERS:

Bruce L. Baridon 12/21/23
Date

Marilyn D. Baridon 12/21/23
Date

State of IOWA

County of Blackhawk

This record was acknowledged before me on the 21 day of December, 2023, by Bruce L. Baridon and Marilyn D. Baridon.

10/17/24

[Signature]
Signature of notarial office

Commission Expires 10-17-24

CITY OF CEDAR FALLS, IOWA (BUYER)

Item 20.

By: _____
Daniel Laudick, Mayor

ATTEST:

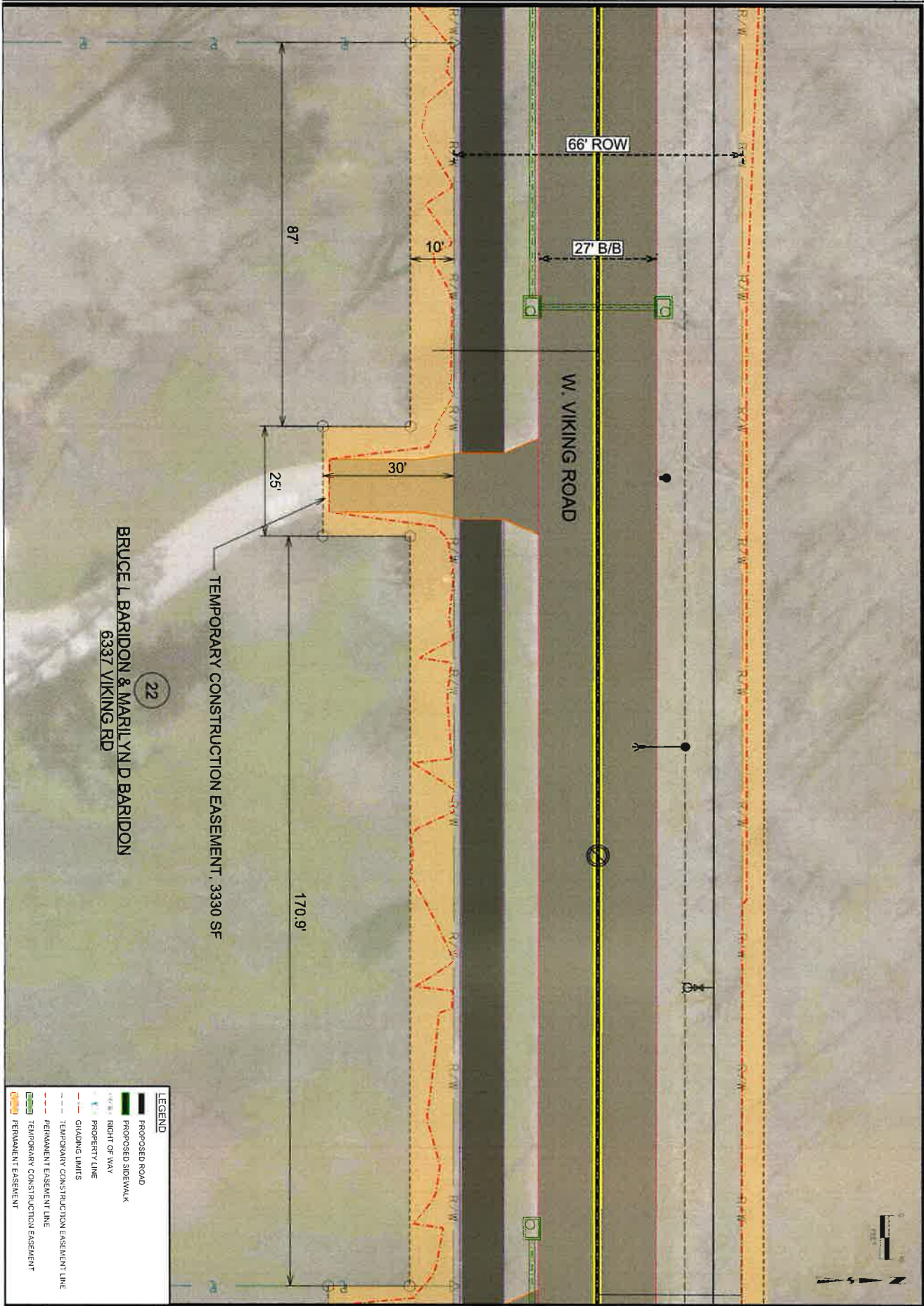
By: _____
Kim Kerr, CMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD., ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

CEDAR FALLS, IOWA

DATE	REV

DATE	10/10/2023
SCALE	1"=10'
DRAWN BY	LEJ
CHECKED BY	JMS
PROJECT NO.	181174K
SHEET	H.6

Project No.: 181174K
Sheet: H.6

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20____, by BRUCE L. BARIDON and MARILYN D. BARIDON (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) twenty-four (24) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR

Bruce L. Baridon
BRUCE L. BARIDON

Marilyn D. Baridon
MARILYN D. BARIDON

State of Iowa)

County of Blackhawk)

This record was acknowledged before me on the 21st day of December,
2023, by Bruce L. Baridon and Marilyn D. Baridon.

Troy J. [Signature]
Signature of notarial officer

[Notary Public in and for the State of IOWA]

[My commission expires: 10-17-2024]

10/17/24

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC
City Clerk

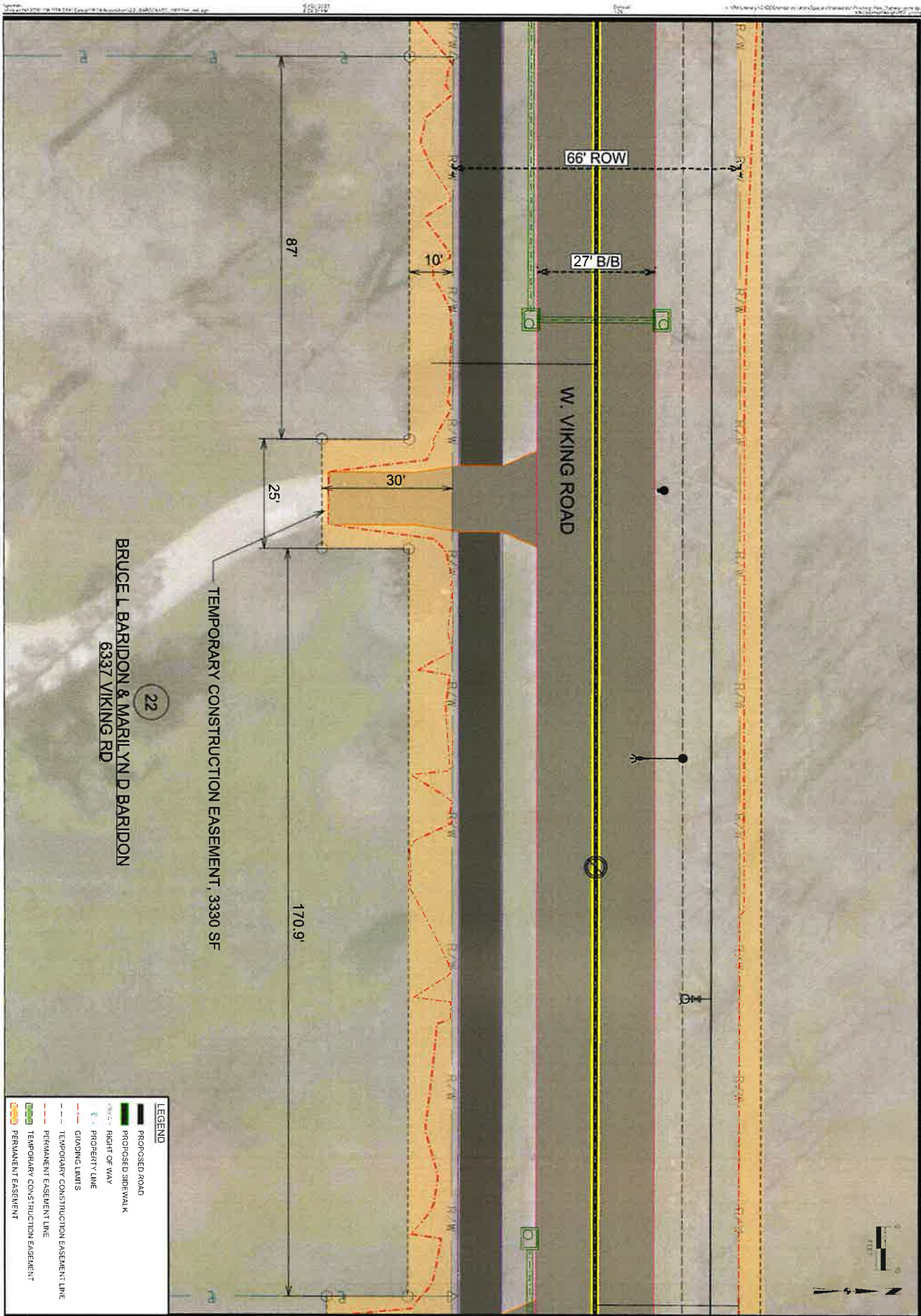
State of _____)

County of _____)

This instrument was acknowledged before me on _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



BRUCE L BARIDON & MARILYN D BARIDON
 6337 VIKING RD
 22
 TEMPORARY CONSTRUCTION EASEMENT, 3330 SF

LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GOING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

SNYDER & ASSOCIATES

Project No: 118174K
 Sheet H.6

W. VIKING ROAD RECONSTRUCTION AND TRAIL
RIGHT OF WAY
 CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

DATE	BY
10/10/2023	JMS
10/10/2023	EIG

Project No: 118174K
 Sheet H.6

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 6415 W Viking Rd
Parcel Number: 23
Project Number: RC-362-3212**

**County Tax Parcel No: 891434201002
Project Name: W. Viking Road Reconstruction**

THIS OWNER PURCHASE AGREEMENT is entered into on this 26 day of December, 2023 by and between Linda L. Jernigan, ("Seller"), and the City of Cedar Falls, Iowa, ("Buyer").

- 1. Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The "Premises")

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. In consideration of Seller's conveyance of a temporary easement interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

BREAKDOWN: ac. = acres sq. ft. = square feet		
Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>2,725</u> sq. ft.	\$ <u>770.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Additional Damages:		\$ _____
Total		\$ <u>770.00</u>

Payment shall be due on the closing date unless otherwise specified as follows: Payment to be certified mailed to Seller the week after approval by regular City Council meeting.

- 3. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project, except as set forth in Paragraph 8 below.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, and payment of the agreed upon price. Notwithstanding the above, Seller grants to Buyer the immediate right to enter

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Linda L. Jernigan 12/26/2023
Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 26 day of December, 2023, by Linda L. Jernigan.

Brianna J Fox
Signature of notarial officer



Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

Item 20.

By: _____
Daniel Laudick, Mayor

ATTEST:

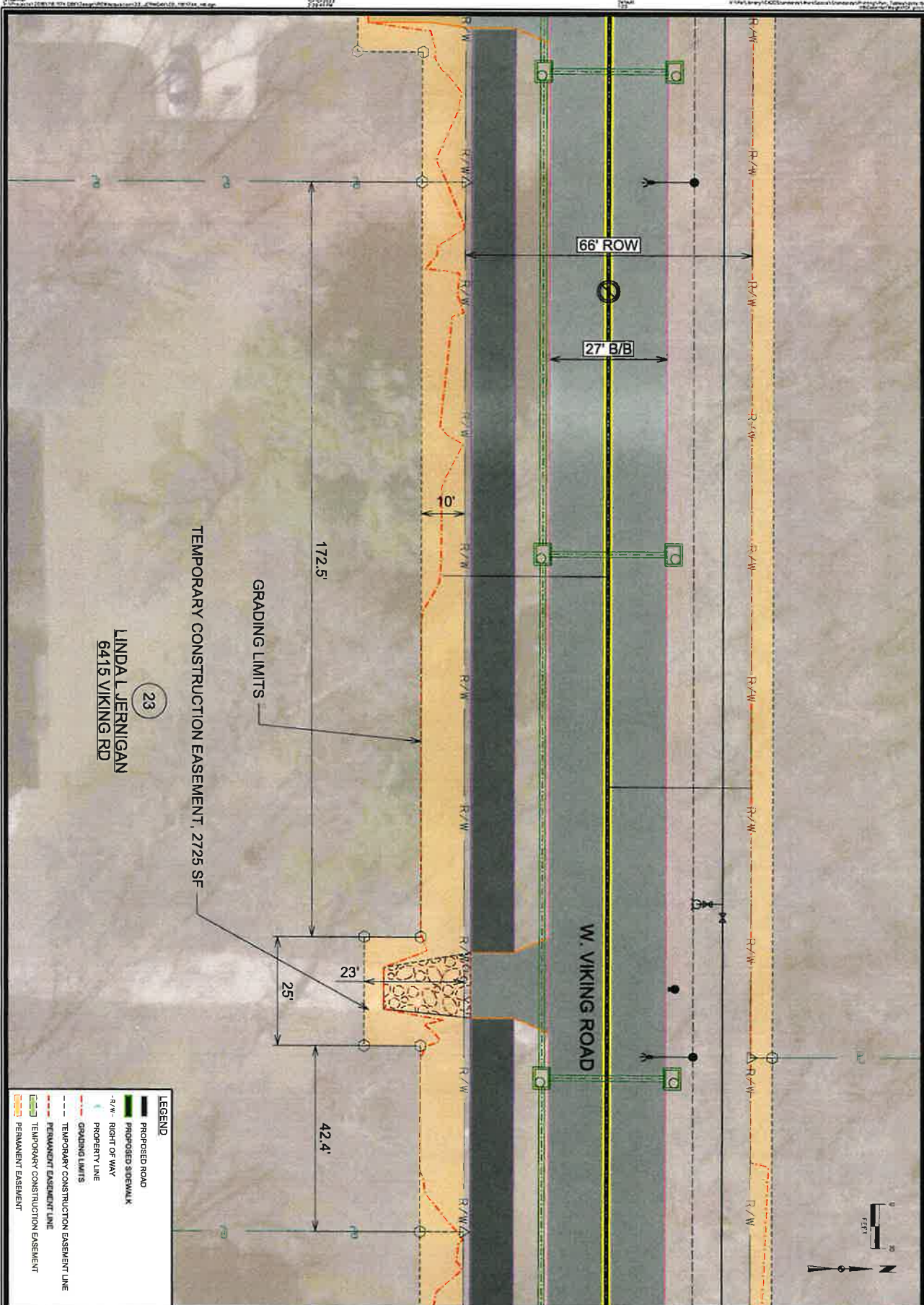
By: _____
Kim Kerr, CMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- R/W - RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

SNYDER & ASSOCIATES

Project No: 118174K
 Sheet: H.6

W. VIKING ROAD RECONSTRUCTION AND TRAIL
 RIGHT OF WAY
 CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-984-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY

Engineer: L.E.J. Checked By: JMS Scale: 1"=10'
 Designer: EKG Date: 10/10/2023 Field Etc: Pgr

Project No: 118174K Sheet: H.6

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this 26 day of December, 2023, by LINDA L. JERNIGAN, ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) twenty-four (24) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR

Linda L. Jernigan
LINDA L. JERNIGAN

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 26 day of December,
2023, by Linda L. Jernigan.

Brianna J Fox
Signature of notarial officer

[Notary Public in and for the State of Iowa]

[My commission expires: 10/28/26]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC
City Clerk

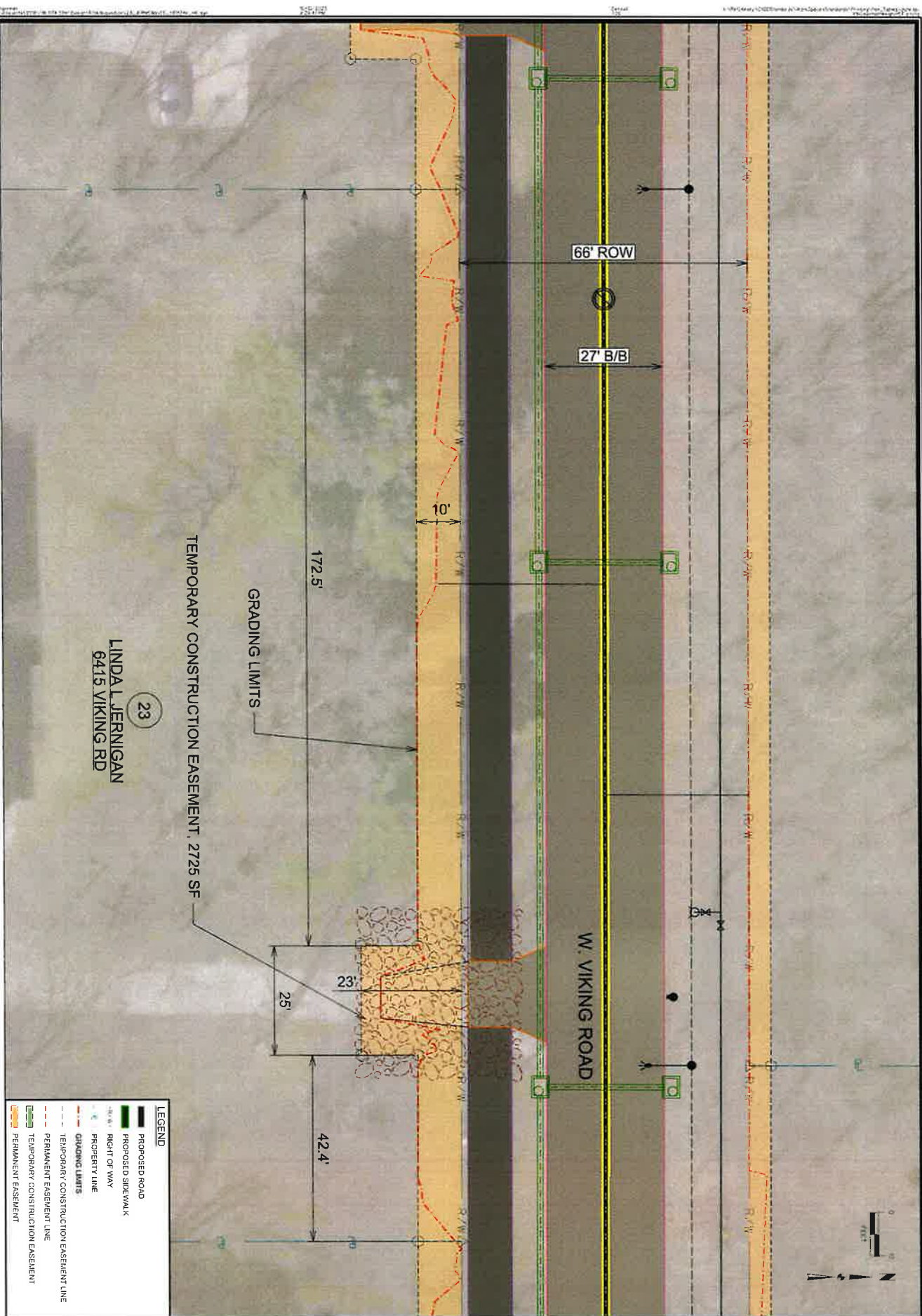
State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar
Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

DATE	BY	REVISION
10/10/2023	JMS	Checked By
10/10/2023	EIG	Engineer

Project No: 1181174K
Scale: 1"=10'
Sheet: H.6

SNYDER & ASSOCIATES

Project No: 1181174K
Sheet: H.6

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 6421 W Viking Rd
Parcel Number: 24
Project Number: RC-362-3212

County Tax Parcel No: 891434201001
Project Name: W. Viking Road Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this 11 day of Jan, 2024 by and between Jacob G. Nauholz and Jessica L. Nauholz, ("Sellers"), and the City of Cedar Falls, Iowa, ("Buyer").

- 1. Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The "Premises")

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. In consideration of Seller's conveyance of a temporary easement interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	<u>2,772</u>	sq. ft.	\$ <u>790.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Additional Damages:			\$ _____
Total			\$ <u>790.00</u>

Payment shall be due on the closing date unless otherwise specified as follows: Payment to be certified mailed to Seller the week after approval by regular City Council meeting.


- 3. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project, except as set forth in Paragraph 8 below.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, and payment of the agreed upon price. Notwithstanding the above, Seller grants to Buyer the immediate right to enter

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLERS:

 11/11/2024
Date

 11/11/24
Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 11 day of January, 2024, by Jacob G. Nauholz and Jessica L. Nauholz.


Signature of notarial officer

10.25.25
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

Item 20.

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

11th This Temporary Construction Easement Agreement ("Agreement") is made this day of January, 2024, by JACOB G. NAUHOLZ and JESSICA L. NAUHOLZ ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) twenty-four (24) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR

Jacob G. Nauholz
JACOB G. NAUHOLZ

Jessica L. Nauholz
JESSICA L. NAUHOLZ

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 11 day of January,
2024 by Jacob G. Nauholz and Jessica L. Nauholz.

Rachael Brenden
Signature of notarial officer

[Notary Public in and for the State of Iowa]

[My commission expires: 10-25-25]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar
Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

TEMPORARY CONSTRUCTION EASEMENT

Project Number: L-5022 / RC-232-3308

Road Name: Viking Rd

Parcel ID Number: 1

The undersigned does hereby grant unto Black Hawk County, Iowa, a temporary construction easement for the following described property in Black Hawk County, State of Iowa:


THE TEMPORARY CONSTRUCTION EASEMENT GRANTED
IS TO LAND DESCRIBED AS FOLLOWS:

See attached Exhibit A

Said Temporary Easement is for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

Said Temporary Easement shall terminate upon completion and acceptance of contract documents per project herein identified.

Signed this 18 day of December, A.D., 20 23.


LARRY A. JOHANSEN


ANNA M. KALKHOFF

Compensation Estimate (Waiver Valuation)

Project: West Viking Road Reconstruction	Project #: L-5022 / RC-232-3308
	Parcel #: 1
	County: Black Hawk

Seller's Name: LARRY A JOHANSEN and ANNA M. KALKHOFF, husband and wife
Seller's Mailing Address: 6920 VIKING RD, CEDAR FALLS, IA 50613
Property Address: 6920 VIKING RD, CEDAR FALLS, IA 50613

Tenant/s Name/s:
Tenant's Mailing Address:

Property interests to be acquired: Temporary Construction Easement

Basis for Land Value Estimate: Comparable Land Values
--

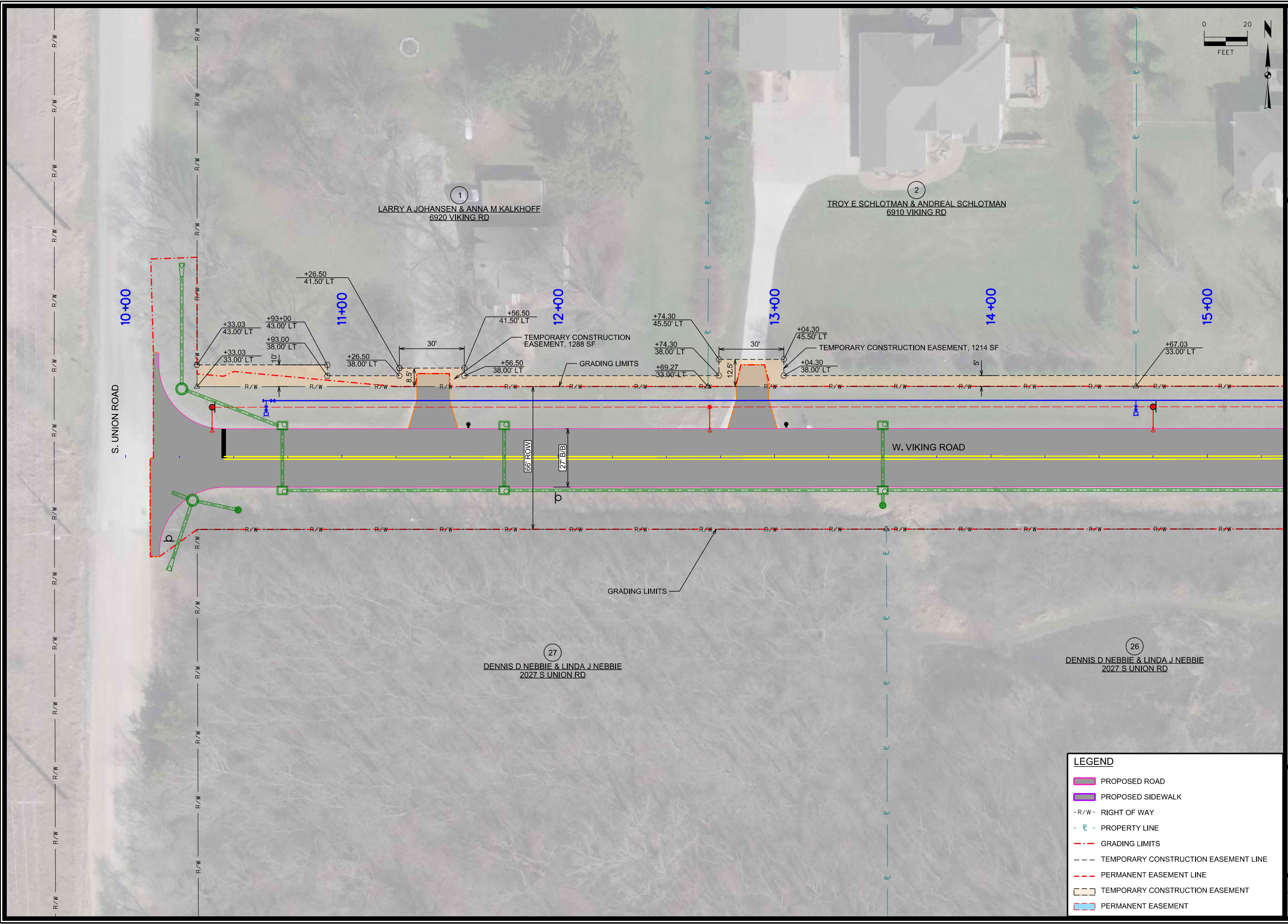
Interests Acquired	Amount of Land (SF)	Unit Price	% of Fee	TE Duration	Subtotal
Fee Title	0				\$0.00
Permanent Easement	0				\$0.00
Temporary Easement	1,288	\$1.76	8%	2.0	\$362.70
Miscellaneous/ Other					
Total Estimate:					\$362.70
Total					\$370.00

List Bldgs, Impvmts, Fixtures, Equip, Landscaping, Trees, Fencing, and any Other Items Purchased:	
---	--

Certification: I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based upon data contained in the files of the Agency, that I have no direct or indirect present or contemplated future personal interest in the property or in any benefit from the acquisition of this property. *Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44 Code of Iowa.

ROW Agent Signature: *[Signature]* Date of Estimate: 10/31/2023

Administrative Approval by: *[Signature]* Date: 11/14/23



LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- R/W - RIGHT OF WAY
- P - PROPERTY LINE
- - - GRADING LIMITS
- - - TEMPORARY CONSTRUCTION EASEMENT LINE
- - - PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

MARK	REVISION	Scale:	Field Bk:
Engineer: LEJ	Checked By: JMS	JMS	
Technician: EIG	Date: 2/15/2024		
Project No: 1181174K			Sheet

W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 1

Sheet 303

TEMPORARY CONSTRUCTION EASEMENT

Project Number: L-5022 / RC-232-3308

Road Name: Viking Rd

Parcel ID Number: 2

The undersigned does hereby grant unto Black Hawk County, Iowa, a temporary construction easement for the following described property in Black Hawk County, State of Iowa:

**THE TEMPORARY CONSTRUCTION EASEMENT GRANTED
IS TO LAND DESCRIBED AS FOLLOWS:**

See attached Exhibit A

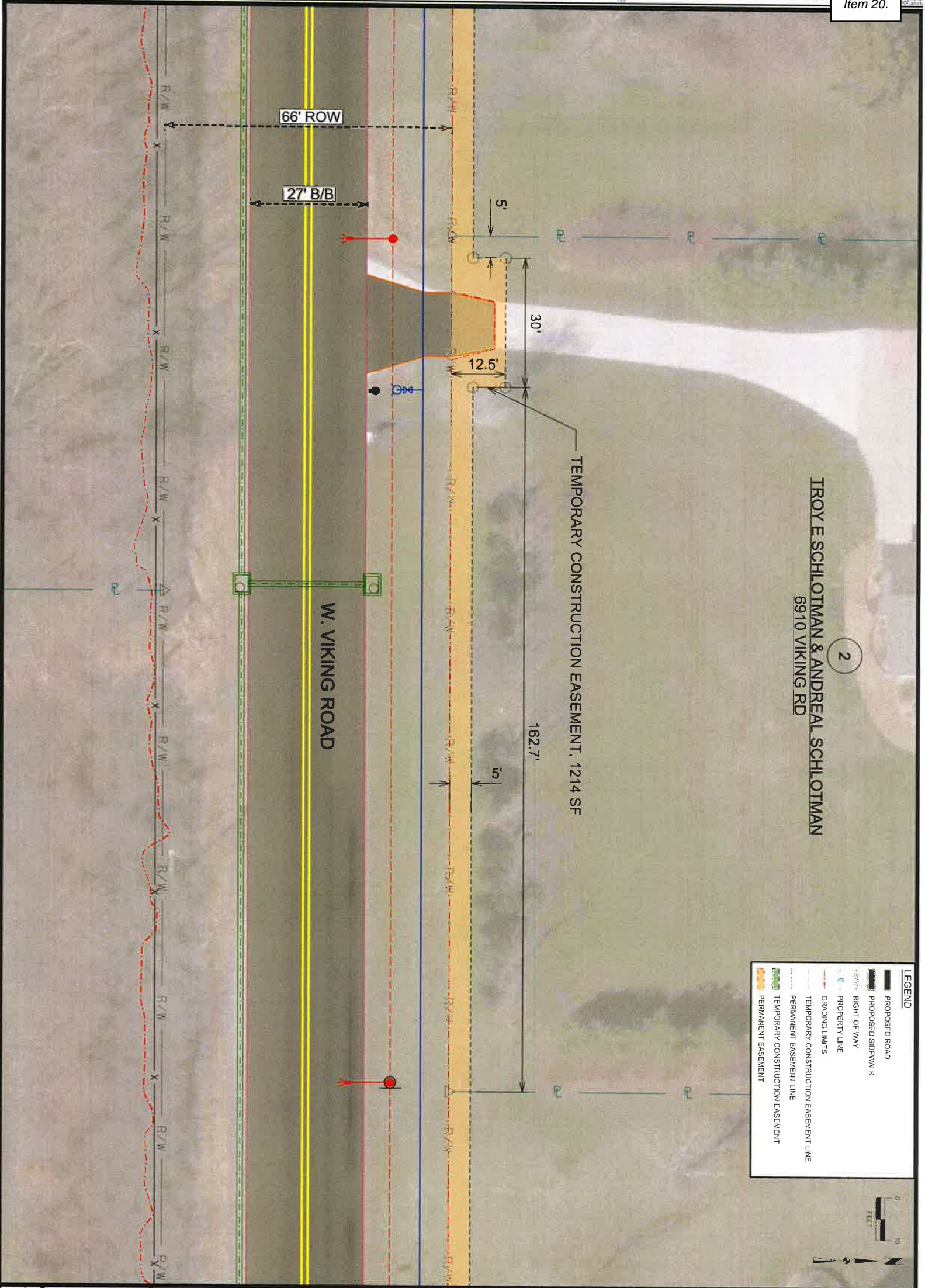
Said Temporary Easement is for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

Said Temporary Easement shall terminate upon completion and acceptance of contract documents per project herein identified.

Signed this 11 day of Jan, A.D., 2024.


TROY E. SCHLOTMAN


ANDREA L. SCHLOTMAN



TROY E SCHLOTMAN & ANDREAL SCHLOTMAN
6910 VIKING RD
2

LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

Snyder & Associates
Project No: 118174K
Sheet H.1

W. VIKING ROAD RECONSTRUCTION AND TRAIL
RIGHT OF WAY
CEDAR FALLS, IOWA
Snyder & Associates, Inc.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: JMS	Scale: 1"=10'	
Technician: EIG	Date: 10/10/2023	Field Bk: Pp	
Project No: 118174K	Sheet H.1		

Compensation Estimate (Waiver Valuation)

Project: West Viking Road Reconstruction	Project #: L-5022 / RC-232-3308
	Parcel #: 2
	County: Black Hawk

Seller's Name: TROY E. SCHLOTMAN and ANDREA L. SCHLOTMAN, husband and wife
Seller's Mailing Address: 6910 VIKING RD, CEDAR FALLS, IA 50613
Property Address: 6910 VIKING RD, CEDAR FALLS, IA 50613

Tenant/s Name/s:
Tenant's Mailing Address:

Property interests to be acquired: Temporary Construction Easement

Basis for Land Value Estimate: Comparable Land Values
--

Interests Acquired	Amount of Land (SF)	Unit Price	% of Fee	TE Duration	Subtotal
Fee Title	0				\$0.00
Permanent Easement	0				\$0.00
Temporary Easement	1,214	\$1.76	8%	2.0	\$341.86
Miscellaneous/ Other					
Total Estimate:					\$341.86
Total					\$350.00

List Bldgs, Impvmts, Fixtures, Equip, Landscaping, Trees, Fencing, and any Other Items Purchased:	
--	--

Certification: I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based upon data contained in the files of the Agency, that I have no direct or indirect present or contemplated future personal interest in the property or in any benefit from the acquisition of this property. *Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44 Code of Iowa.

ROW Agent Signature: *Rigo M. Ali* **Date of Estimate:** 10/31/2023

Administrative Approval by: *Del Wh* **Date:** 11/18/23

OFFER TO DONATE


Project Name: West Viking Rd Reconstruction

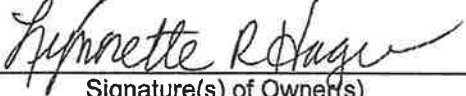
Project Number: L-5022 / RC-232-3308

Parcel Number/Name: 3 / MICHAEL A. HAGER and LYNNETTE R. HAGER

Agreement to Donate Interest in Land

The undersigned owner(s) in fee simple of the real estate described below (the "Land"), pursuant to Iowa Code § 6B.54(9) do hereby freely, voluntarily and knowingly agree to convey to Black Hawk County, Iowa, (the "County") at no charge, the following interest in the Land: temporary easement. The undersigned acknowledge(s) that the undersigned(s) is/are entitled to just compensation for the interest in the Land, but hereby waive(s) the same. The undersigned(s) further agree(s) to execute whatever documents are necessary to effect transfer of said interest to the County upon demand therefore. This donation is given with the understanding that any and all costs associated with the conveyance, other than the undersigned(s) attorney fees and expenses if any, shall be at the cost of the County.


3-2-24


Date

Signature(s) of Owner(s)

This section for internal use only and to be completed by the right of way acquisition agent.

On 12/7/23, I offered MICHAEL A. HAGER, and LYNNETTE R. HAGER an opportunity to donate easement(s) by:

personal contact telephone letter

The offer was: accepted declined



Benjamin M. Allison - Acquisition Agent

TEMPORARY CONSTRUCTION EASEMENT

Project Number: L-5022 / RC-232-3308

Road Name: Viking Rd

Parcel ID Number: 3

The undersigned does hereby grant unto Black Hawk County, Iowa, a temporary construction easement for the following described property in Black Hawk County, State of Iowa:

THE TEMPORARY CONSTRUCTION EASEMENT GRANTED
IS TO LAND DESCRIBED AS FOLLOWS:

See attached Exhibit A

Said Temporary Easement is for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged.

Said Temporary Easement shall terminate upon completion and acceptance of contract documents per project herein identified.

Signed this 5th day of January, A.D., 2024.



MICHAEL A. HAGER



LYNNETTE R. HAGER



LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

SNYDER & ASSOCIATES, INC.
 Project No: 11B1174K
 Sheet H.2

W. VIKING ROAD RECONSTRUCTION AND TRAIL
RIGHT OF WAY
 CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-954-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
Engineer: L.E.J.	Checked By: JMS	Scale: 1"=10'	
Technician: EHG	Date: 10/10/2023	Plot: B/C	Pg:
Project No: 11B1174K		Sheet H.2	

TEMPORARY CONSTRUCTION EASEMENT

Project Number: L-5022 / RC-232-3308

Road Name: Viking Rd

Parcel ID Number: 4

The undersigned does hereby grant unto Black Hawk County, Iowa, a temporary construction easement for the following described property in Black Hawk County, State of Iowa:

THE TEMPORARY CONSTRUCTION EASEMENT GRANTED
IS TO LAND DESCRIBED AS FOLLOWS:

See attached Exhibit A

Said Temporary Easement is for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

Said Temporary Easement shall terminate upon completion and acceptance of contract documents per project herein identified.

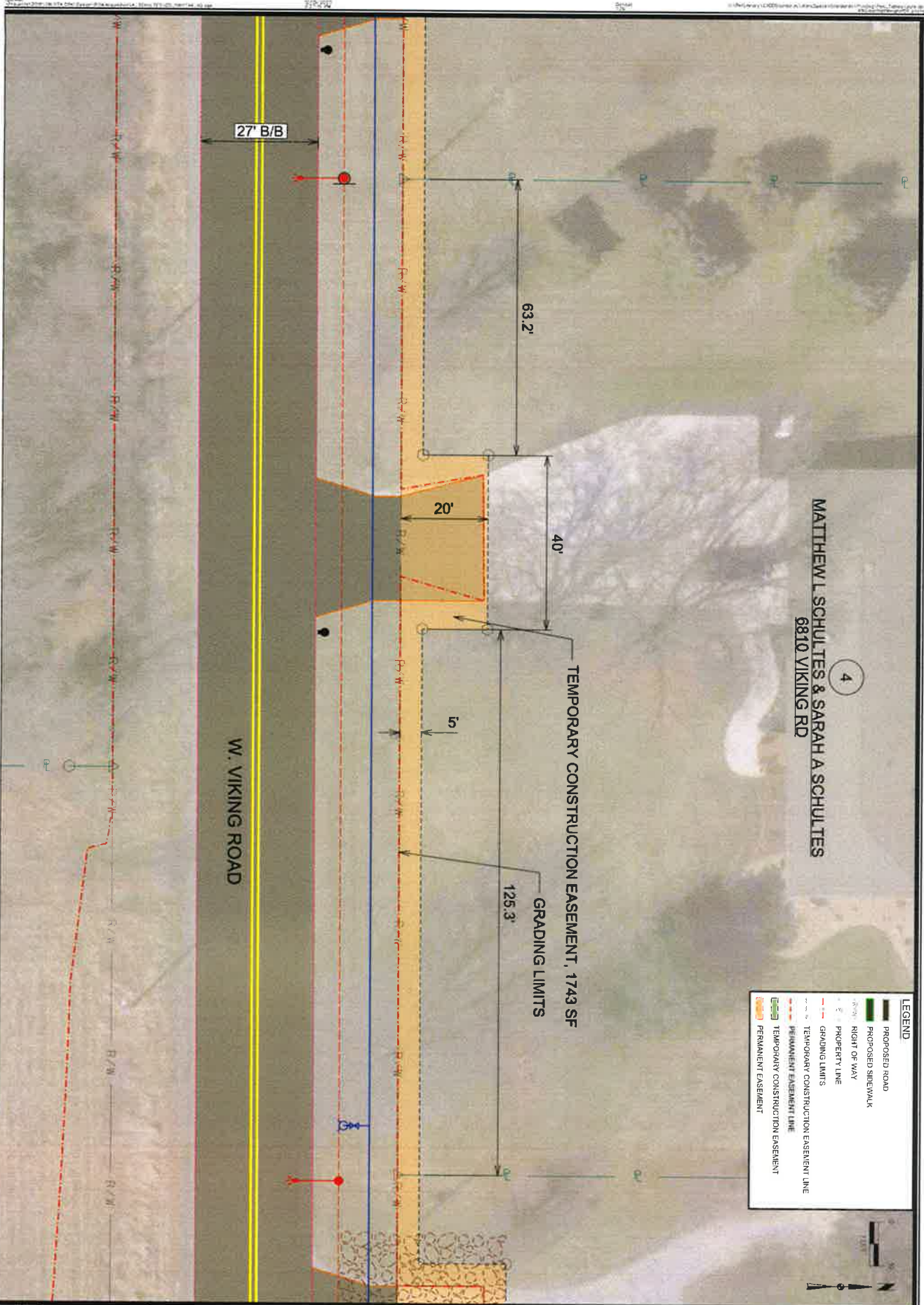
Signed this 2nd day of January, A.D., 20 24.

Matthew L Schultes
MATTHEW L SCHULTES

Sarah A Schultes
SARAH A. SCHULTES

[Signature]
Loan Advisor
Veridian Credit Union






SNYDER & ASSOCIATES
 Project No: 1181174K
 Sheet: H.2

W. VIKING ROAD RECONSTRUCTION AND TRAIL
RIGHT OF WAY
 CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyderandassociates.com

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: JMS	Scale: 1" = 11'	
Technician: EIG	Date: 12/15/2023	File No:	PS:
Project No: 1181174K	Sheet: H.2		

Compensation Estimate (Waiver Valuation)

Project: West Viking Road Reconstruction	Project #: L-5022 / RC-232-3308
	Parcel #: 4
	County: Black Hawk

Seller's Name: MATTHEW L. SCHULTES and SARAH A. SCHULTES, husband and wife
Seller's Mailing Address: 6810 VIKING RD, CEDAR FALLS, IA 50613
Property Address: 6810 VIKING RD, CEDAR FALLS, IA 50613

Tenant/s Name/s:
Tenant's Mailing Address:

Property interests to be acquired: Temporary Construction Easement

Basis for Land Value Estimate: Comparable Land Values
--

Interests Acquired	Amount of Land (SF)	Unit Price	% of Fee	TE Duration	Subtotal
Fee Title	0				\$0.00
Permanent Easement	0				\$0.00
Temporary Easement	1,743	\$1.76	8%	2.0	\$490.83
Miscellaneous/ Other					
Total Estimate:					\$490.83
Total					\$500.00

List Bldgs, Impvmts, Fixtures, Equip, Landscaping, Trees, Fencing, and any Other Items Purchased:	
---	--

Certification: I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based upon data contained in the files of the Agency, that I have no direct or indirect present or contemplated future personal interest in the property or in any benefit from the acquisition of this property. *Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44 Code of Iowa.

ROW Agent Signature: *[Signature]* Date of Estimate: 10/31/2023

Administrative Approval by: *[Signature]* Date: 11/14/23

TEMPORARY CONSTRUCTION EASEMENT

Project Number: L-5022 / RC-232-3308

Road Name: Viking Rd

Parcel ID Number: 5

The undersigned does hereby grant unto Black Hawk County, Iowa, a temporary construction easement for the following described property in Black Hawk County, State of Iowa:

THE TEMPORARY CONSTRUCTION EASEMENT GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

See attached Exhibit ~~A~~ B ^{R2}

Said Temporary Easement is for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

Said Temporary Easement shall terminate upon completion and acceptance of contract documents per project herein identified.








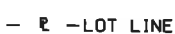
Signed this 28 day of Dec, A.D., 2023.


ROBERT J. ZEY

EXHIBIT B - TEMPORARY CONSTRUCTION EASEMENT

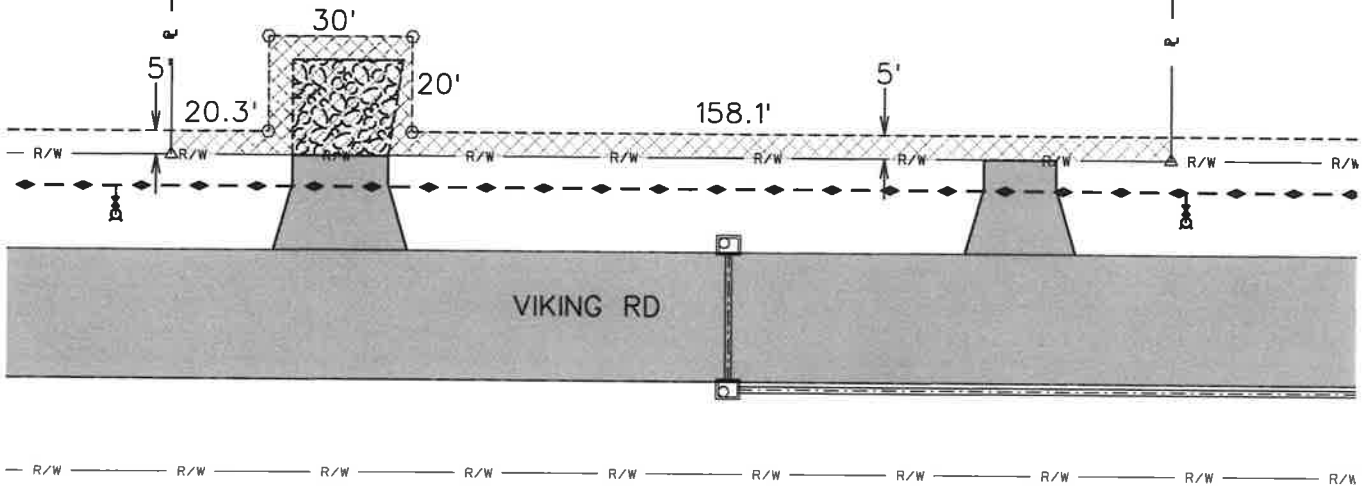
Item 20.

LEGEND

-  PROPOSED TEMPORARY EASEMENT
-  PROPOSED SANITARY SEWER
-  PROPOSED FEE TITLE
-  PROPOSED STORM SEWER
-  PROPOSED RIGHT-OF-WAY
-  PROPOSED WATER MAIN
-  EXISTING RIGHT-OF-WAY
-  LOT LINE

SE SW SW
SEC. 27-89-14

TEMPORARY EASEMENT AREA
0.04 ACRES (1,642 S.F.)



PROJECT NAME: WEST VIKING ROAD RECONSTRUCTION AND TRAIL
PARCEL 05 - ZEY, ROBERT J

SCALE:
1" = 40'

DATE:
10/02/2023

PROJECT #: 118.1174K



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10/25/2023
TWF

Compensation Estimate (Waiver Valuation)

Project: West Viking Road Reconstruction	Project #: L-5022 / RC-232-3308
	Parcel #: 5
	County: Black Hawk

Seller's Name: ROBERT J. ZEY, a single person
Seller's Mailing Address: 6728 VIKING RD, CEDAR FALLS, IA 50613
Property Address: 6728 VIKING RD, CEDAR FALLS, IA 50613

Tenant/s Name/s:
Tenant's Mailing Address:

Property interests to be acquired: Temporary Construction Easement

Basis for Land Value Estimate: Comparable Land Values
--

Interests Acquired	Amount of Land (SF)	Unit Price	% of Fee	TE Duration	Subtotal
Fee Title	0				\$0.00
Permanent Easement	0				\$0.00
Temporary Easement	1,642	\$1.76	8%	2.0	\$462.39
Miscellaneous/ Other					
Total Estimate:					\$462.39
Total					\$470.00

List Bldgs, Impvmts, Fixtures, Equip, Landscaping, Trees, Fencing, and any Other Items Purchased:	
--	--

Certification: I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based upon data contained in the files of the Agency, that I have no direct or indirect present or contemplated future personal interest in the property or in any benefit from the acquisition of this property. *Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44 Code of Iowa.

ROW Agent Signature:  **Date of Estimate:** 10/31/2023

Administrative Approval by:  **Date:** 11/14/23

OFFER TO DONATE

Project Name: West Viking Rd Reconstruction

Project Number: L-5022 / RC-232-3308

Parcel Number/Name: 6 / RANDALL D. LORENZEN and PATRICIA R. LORENZEN

Agreement to Donate Interest in Land

The undersigned owner(s) in fee simple of the real estate described below (the "Land"), pursuant to Iowa Code § 6B.54(9) do hereby freely, voluntarily and knowingly agree to convey to Black Hawk County, Iowa, (the "County") at no charge, the following interest in the Land: temporary easement. The undersigned acknowledge(s) that the undersigned(s) is/are entitled to just compensation for the interest in the Land, but hereby waive(s) the same. The undersigned(s) further agree(s) to execute whatever documents are necessary to effect transfer of said interest to the County upon demand therefore. This donation is given with the understanding that any and all costs associated with the conveyance, other than the undersigned(s) attorney fees and expenses if any, shall be at the cost of the County.

<u>Randall D. Lorenzen</u>	<u>12-18-23</u>
<u>Patricia R. Lorenzen</u>	<u>12-18-23</u>
Signature(s) of Owner(s)	Date

This section for internal use only and to be completed by the right of way acquisition agent.

On 12/18/23, I offered RANDALL D. LORENZEN and PATRICIA R. LORENZEN an opportunity to donate easement(s) by:

personal contact telephone letter

The offer was: accepted declined

Benjamin M. Alison
Benjamin M. Alison - Acquisition Agent

TEMPORARY CONSTRUCTION EASEMENT

Project Number: L-5022 / RC-232-3308

Road Name: Viking Rd

Parcel ID Number: 6

The undersigned does hereby grant unto Black Hawk County, Iowa, a temporary construction easement for the following described property in Black Hawk County, State of Iowa:

**THE TEMPORARY CONSTRUCTION EASEMENT GRANTED
IS TO LAND DESCRIBED AS FOLLOWS:**

See attached Exhibit A

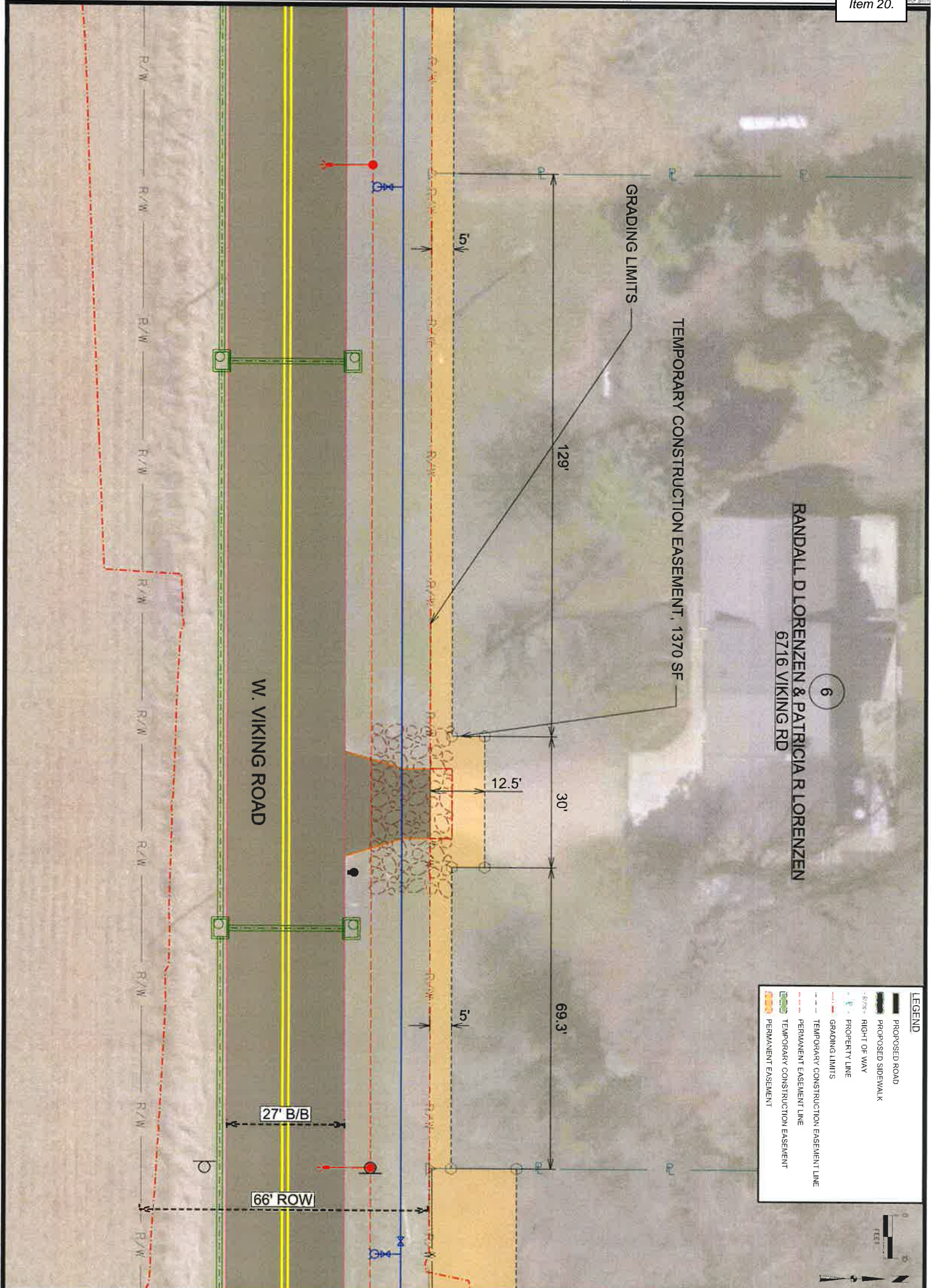
Said Temporary Easement is for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

Said Temporary Easement shall terminate upon completion and acceptance of contract documents per project herein identified.

Signed this 19 day of December, A.D., 20 23.


RANDALL D. LORENZEN


PATRICIA R. LORENZEN



RANDALL D LORENZEN & PATRICIA R LORENZEN
 6716 VIKING RD

6

TEMPORARY CONSTRUCTION EASEMENT, 1370 SF

GRADING LIMITS

W. VIKING ROAD

LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

SNYDER & ASSOCIATES

Project No: 1181174K
 Sheet H.3

W. VIKING ROAD RECONSTRUCTION AND TRAIL
 RIGHT OF WAY
 CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: JMS	Scale: 1" = 10'	
Technician: EIG	Date: 10/10/2023	Printed: Pg.	
Project No: 1181174K	Sheet H.3		

Compensation Estimate (Waiver Valuation)

Project: West Viking Road Reconstruction	Project #: L-5022 / RC-232-3308
	Parcel #: 7
	County: Black Hawk

Seller's Name: STEPHEN C. RIGGS and JANICE L. RIGGS, husband and wife
Seller's Mailing Address: 6702 VIKING RD, CEDAR FALLS, IA 50613
Property Address: 6702 VIKING RD, CEDAR FALLS, IA 50613

Tenant/s Name/s:
Tenant's Mailing Address:

Property interests to be acquired: Permanent Roadway Easement
Temporary Construction Easement

Basis for Land Value Estimate: Comparable Land Values
--

Interests Acquired	Amount of Land (SF)	Unit Price	% of Fee	TE Duration	Subtotal
Fee Title	0				\$0.00
Permanent Roadway Easement	2660	\$1.76	100%		\$4,681.60
Temporary Easement	5,050	\$1.76	8%	2.0	\$1,422.08
Miscellaneous/ Other	Loss of Trees (15 @ \$500 ea)				\$7,500.00
Total Estimate:					\$13,603.68
Total					\$13,610.00

List Bldgs, Impvmts, Fixtures, Equip, Landscaping, Trees, Fencing, and any Other Items Purchased:

Certification: I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based upon data contained in the files of the Agency, that I have no direct or indirect present or contemplated future personal interest in the property or in any benefit from the acquisition of this property. *Compensation for RW fence to be by fixed schedule or in accord with Section 6B.44 Code of Iowa.

ROW Agent Signature: *[Signature]* Date of Estimate: 10/31/2023

Administrative Approval by: *[Signature]* Date: 11/14/23

**PURCHASE AGREEMENT
FOR ROADWAY RIGHT-OF-WAY
PERMANENT EASEMENT**

Recorder's Cover Sheet

Preparer Information

Ryan D Brennan
Black Hawk County Engineer's Office
316 E Fifth Street, Rm 211
Waterloo, IA 50703
319-833-3008

Taxpayer Information:

Owner Name
Address
City, State Zip
Phone Number

Return Document To:

Ryan D Brennan
Black Hawk County Engineer's Office
316 E Fifth Street, Rm 211
Waterloo, IA 50703
319-833-3008

Grantor:

Stephen C. Riggs & Janice L. Riggs
6702 Viking Rd
Cedar Falls, IA 50613

Grantee:

Black Hawk County, Iowa
316 E Fifth Street
Waterloo, IA 50703

Legal Description:

See attached Plat

NOTE: This cover page is prepared in compliance with Iowa Code Section 331.606B (2016). This cover page is provided for informational purposes only.

**PURCHASE AGREEMENT
FOR ROADWAY RIGHT-OF-WAY
PERMANENT EASEMENT**

PARCEL NO. 7 **COUNTY** BLACK HAWK COUNTY
PROJECT NO. L-5022 / RC-232-3308 **ROAD NAME** VIKING RD
SELLER: STEPHEN C. RIGGS AND JANICE L. RIGGS

THIS AGREEMENT made and entered into this 14th day of December, 2023 by and between Seller and Black Hawk County, Iowa, Buyer.

- 1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy a Roadway Right-of-Way Permanent Easement, over and across the following-described real estate, hereinafter referred to as the "premises:"
The West One Fourth of the Southeast Quarter of the Southwest Quarter of Section No. Twenty-seven (27), Township No. Eighty-nine (89) North, Range No. Fourteen (14) West of the Fifth Principal Meridian, Black Hawk County, Iowa.
 County of Black Hawk County, State of Iowa, and more particularly described on Page 7, including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein
- 1b. SELLER ALSO AGREES to convey to Buyer all of Seller's rights of direct access from the premises to NONE:
 excepting and reserving to Seller the right of access at the following locations: N/A
- 1c. SELLER ALSO GRANTS to Buyer a temporary easement as shown on Right of Way Design Plot Plan attached as Page 8, for the purpose of This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project, and as shown on the project plans for said highway improvement. Said Temporary Easement(s) shall terminate upon completion of this highway project.
- 1d. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER) -- ONE COPY RETAINED BY SELLER

Page 2 of 6

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 13,610.00	on possession and conveyance	60 days after Buyer approval
\$ 13,610	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>	
Permanent Easement	2,660	Sq.Ft. Fence: <u>0</u> linear feet woven
Temporary Easement	5,050	Sq.Ft. Fence: <u>0</u> linear feet barbed

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except:

5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:

6. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay **\$100.00** for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL deliver to the Buyer an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

7. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his ownrisk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.

8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER) -- ONE COPY RETAINED BY SELLER

9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
10. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except:

12. Buyer shall compensate Seller the amount of \$ 7,500.00 for 15 trees to be removed from the Permanent and/or Temporary Easement areas. This amount is considered damages in addition to the purchase price of the Permanent and/or Temporary easements. This amount is included in the Total Lump Sum on page 2 of this document.
13. **PERFORMANCE ON THE PART OF THE BUYER CAN BE OVERRIDDEN ON MOTION OR RESOLUTION OF THE BLACK HAWK COUNTY BOARD OF SUPERVISORS.**

DISTRIBUTION: TWO COPIES RETURNED TO BUYER) -- ONE COPY RETAINED BY SELLER

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X *Stephen C. Riggs*
STEPHEN C. RIGGS

X *Janice L. Riggs*
JANICE L. RIGGS

6702 Viking Rd, Cedar Falls, IA 50613
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Black Hawk } ss:

On this 14 day of December, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared:

to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Tamera R. Ross (Sign in Ink)
Tamera R. Ross (Print/Type Name)

Notary Public in and for the State of Iowa

My Commission expires January 14, 2024

(NOTARIAL SEAL)



CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):

Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(s):
 Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or
 CONSERVATOR(s)
OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

DISTRIBUTION: TWO COPIES RETURNED TO BUYER) -- ONE COPY RETAINED BY SELLER

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 11 day of March, 2024, before me, the undersigned, personally appeared CATHERINE NICHOLAS known to me to be a County Engineer of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said County Engineer acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

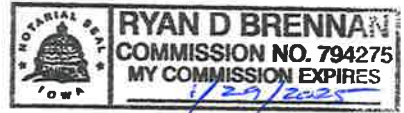


Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Recommended by: _____ (Date)

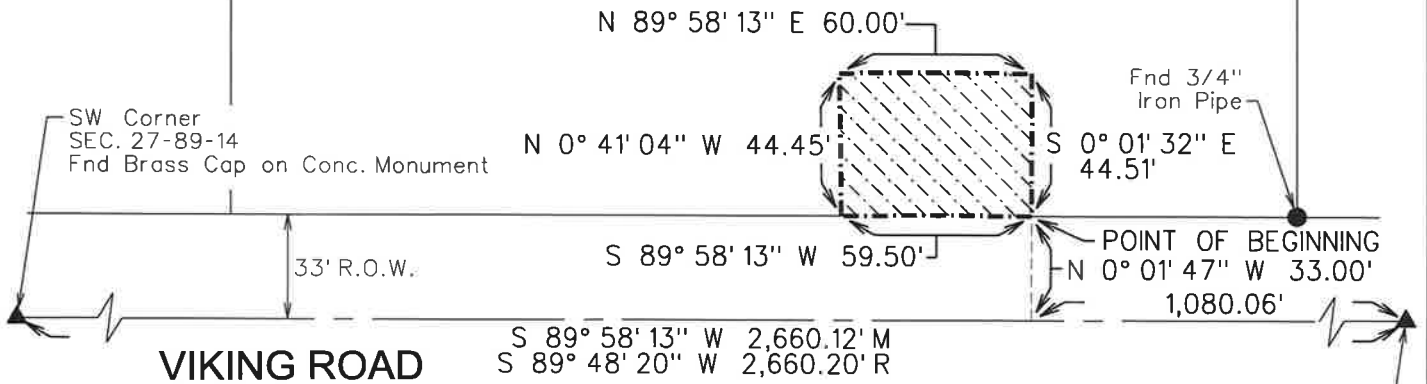
Catherine Nicholas 3-11-24
Approved by: _____ (Date)



DISTRIBUTION: TWO COPIES RETURNED TO BUYER) -- ONE COPY RETAINED BY SELLER

PERMANENT DRAINAGE EASEMENT

WEST ONE FOURTH
SE 1/4 SW 1/4
SEC. 27-89-14
WARRANTY DEED
BK. 569 PG. 449



S 1/4 Corner
SEC. 27-89-14
Fnd Brass Cap on Conc. Monument

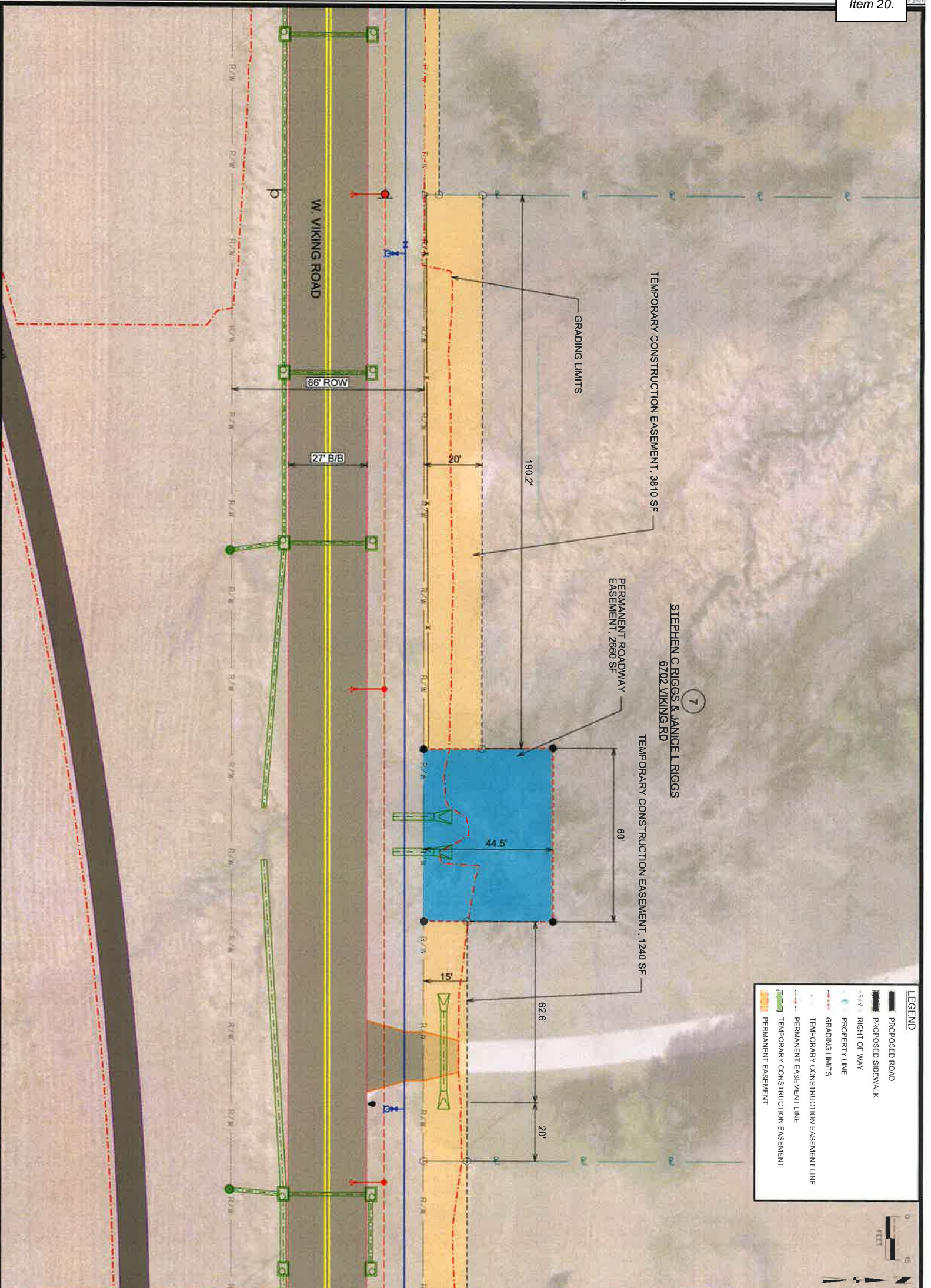


**WEST VIKING ROAD RECONSTRUCTION AND TRAIL
PARCEL 07 - RIGGS, STEPHEN C & JANICE L**

SHEET 2 OF 2
PN: 1181174K
DATE: 11/01/2023
REV:
PM/TECH: TW

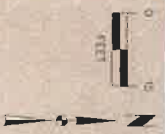


900 BELL DRIVE SW
CEDAR RAPIDS, IA 52404 (319) 362-9394



LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT



W. VIKING ROAD RECONSTRUCTION AND TRAIL
RIGHT OF WAY
CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 516-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: JMS	Scale: 1" = 15'	
Technician: EIG	Date: 10/10/2023	Field B/c:	Pg:
Project No: 11B1174K		Sheet H.3	

SNYDER & ASSOCIATES

Project No: 11B1174K
 Sheet H.3

**PERMANENT EASEMENT
FOR PUBLIC HIGHWAY RIGHT-OF-WAY**

For the consideration of One and 00/100 Dollar (\$1.00) and other valuable consideration in hand paid by Black Hawk County, Iowa, to Stephen C. Riggs and Janice L. Riggs, do hereby grant to Black Hawk County, Iowa, a permanent public highway easement upon, under, over and across real estate in Black Hawk County, Iowa, for use as road right of way and for purposes of permitting utilities to jointly occupy such public highway as authorized by the laws of the State of Iowa:

**THE EASEMENT GRANTED FOR PUBLIC HIGHWAY PURPOSES
IS TO LAND DESCRIBED AS FOLLOWS:**

See attached Acquisition Plat

This easement and transfer is exempt from Transfer Tax. Iowa Code 428A.1.

This easement is being acquired for public purposes and a Declaration of Value is not required. Iowa Code 428A.1.

Grantors do hereby covenant with said Black Hawk County, Iowa, and successors in interest, that Grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except: _____ and Grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the easement.

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

Signed this 14th day of December, A.D., 2023.

Stephen C. Riggs
Stephen C. Riggs

Janice L. Riggs
Janice L. Riggs

State of Iowa)
County of Black Hawk (

Subscribed and sworn before me on the 14 day of December, A.D., 2023, by

Stephen C. Riggs and Janice L. Riggs, husband and wife.



Tamera R. Ross
Notary Public in the State of Iowa

INDEX LEGEND

Item 20.

SURVEYOR'S NAME / RETURN TO:
TIM FORINASH
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
twforinash@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 1
AUDITOR'S PLAT NO. 291

REQUESTED BY:
CITY OF CEDAR FALLS

PERMANENT DRAINAGE EASEMENT

DESCRIPTION

A PART OF THE WEST ONE FOURTH OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14V WEST OF THE 5TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE SOUTH 89° 58' 103" WEST ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 1,080.06 FEET; THENCE NORTH 0° 01' 47" WEST, 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF VIKING ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89° 58' 13" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 59.50 FEET; THENCE NORTH 0° 41' 04" WEST, 44.45 FEET; THENCE NORTH 89° 58' 13" EAST, 60.00 FEET; THENCE SOUTH 0° 01' 32" EAST, 44.51 FEET TO THE POINT OF BEGINNING, CONTAINING 0.06 ACRES (2,657 S.F.) SQUARE FEET MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PREPARED FOR
CITY OF CEDAR FALLS

WEST VIKING ROAD
RECONSTRUCTION AND
TRAIL

PROPERTY ADDRESS
6702 VIKING ROAD
CEDAR FALLS, IA 50613

DATE OF SURVEY
10/29/2019-12/03/2019

DEED HOLDER
RIGGS, STEPHEN C & JANICE L
6702 VIKING RD
CEDAR FALLS IA 50613

BASIS OF BEARING
THE SOUTH LINE OF
SEC. 27-89-14 BEARS
SOUTH 89° 58' 13" WEST

LEGEND

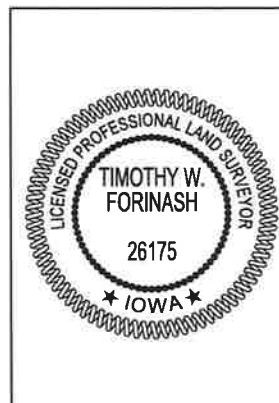
Survey
Section Corner
1/2" Rebar, Yellow Cap #26175
(Unless Otherwise Noted)
ROW Rail
Calculated Point
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line

Permanent Easement

Found **Set**
▲ △
● ○

I
+
P
M
R
D
C

[Hatched Box]



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.
Tim Forinash 2/27/24
Timothy W. Forinash, P.L.S. Date
License Number 26175
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
SHEET 1 AND 2 OF 2

**WEST VIKING ROAD RECONSTRUCTION AND TRAIL
PARCEL 07 - RIGGS, STEPHEN C & JANICE L**

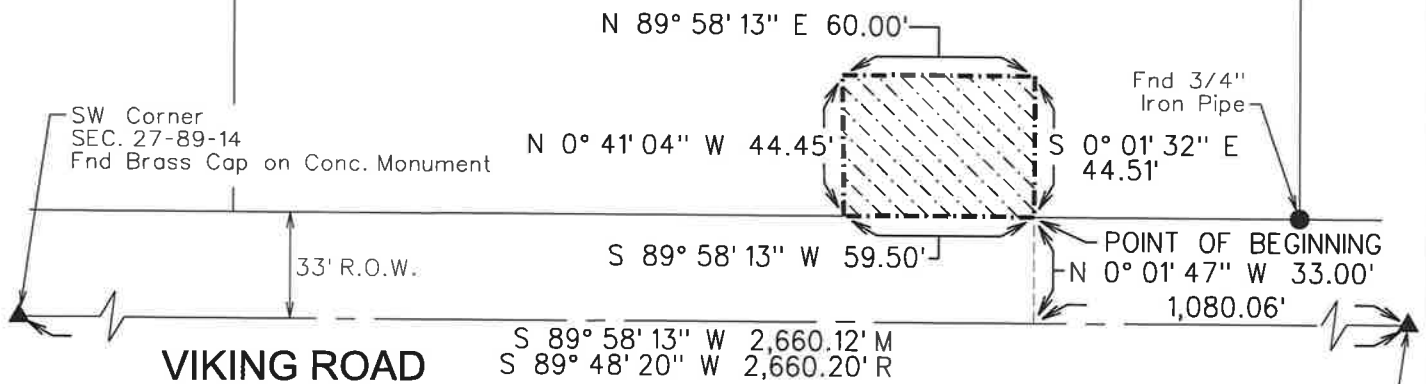
SHEET 1 OF 2
PN: 1181174K
DATE: 11/01/2023
REV:
PM/TECH: TW



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

PERMANENT DRAINAGE EASEMENT

WEST ONE FOURTH
SE 1/4 SW 1/4
SEC. 27-89-14
WARRANTY DEED
BK. 569 PG. 449



S 1/4 Corner
SEC. 27-89-14
Fnd Brass Cap on Conc. Monument



**WEST VIKING ROAD RECONSTRUCTION AND TRAIL
PARCEL 07 - RIGGS, STEPHEN C & JANICE L**

SHEET 2 OF 2

PN: 1181174K

DATE: 11/01/2023

REV:

PM/TECH: TWF



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

TEMPORARY CONSTRUCTION EASEMENT

Project Number: L-5022 / RC-232-3308

Road Name: Viking Rd

Parcel ID Number: 7

The undersigned does hereby grant unto Black Hawk County, Iowa, a temporary construction easement for the following described property in Black Hawk County, State of Iowa:

THE TEMPORARY CONSTRUCTION EASEMENT GRANTED
IS TO LAND DESCRIBED AS FOLLOWS:

See attached Exhibit A

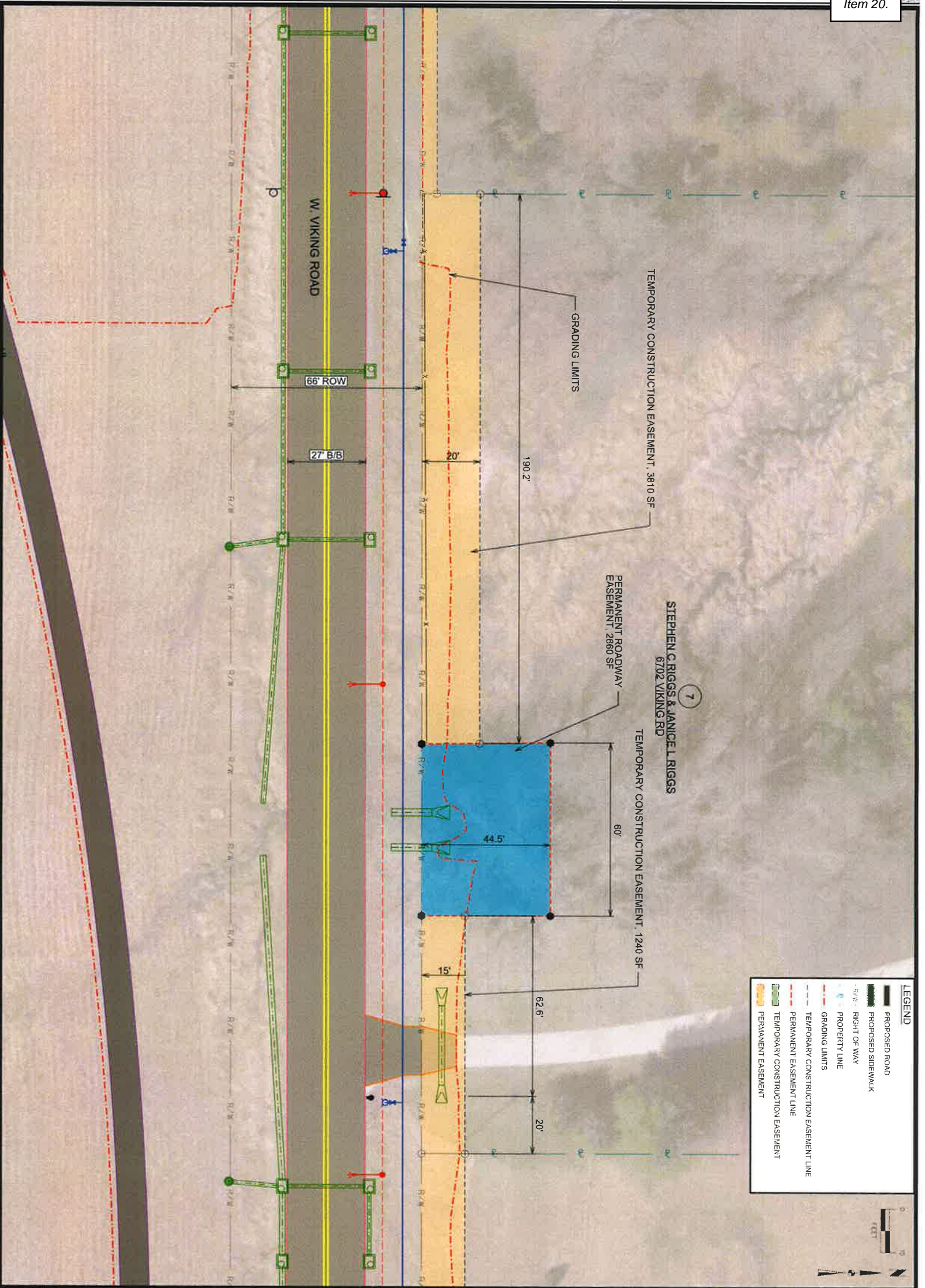
Said Temporary Easement is for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

Said Temporary Easement shall terminate upon completion and acceptance of contract documents per project herein identified.

Signed this 14th day of December, A.D., 20 23.


STEPHEN C. RIGGS


JANICE L. RIGGS



LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- R/W - RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

Snyder & Associates

Project No: 1181174K

Sheet H.3

W. VIKING ROAD RECONSTRUCTION AND TRAIL

RIGHT OF WAY

CEDAR FALLS, IOWA

Snyder & Associates, Inc.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY

Engineer: LEJ Checked By: JMS Scale: 1"=15'

Technician: EIG Date: 10/10/2023 FH&B: Pg.

Project No: 1181174K Sheet H.3

TEMPORARY CONSTRUCTION EASEMENT

Project Number: L-5022 / RC-232-3308

Road Name: Viking Rd

Parcel ID Number: 8

The undersigned does hereby grant unto Black Hawk County, Iowa, a temporary construction easement for the following described property in Black Hawk County, State of Iowa:

THE TEMPORARY CONSTRUCTION EASEMENT GRANTED
IS TO LAND DESCRIBED AS FOLLOWS:

See attached Exhibit A


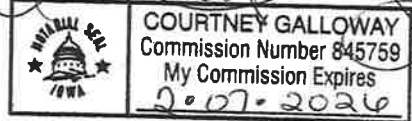
Said Temporary Easement is for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

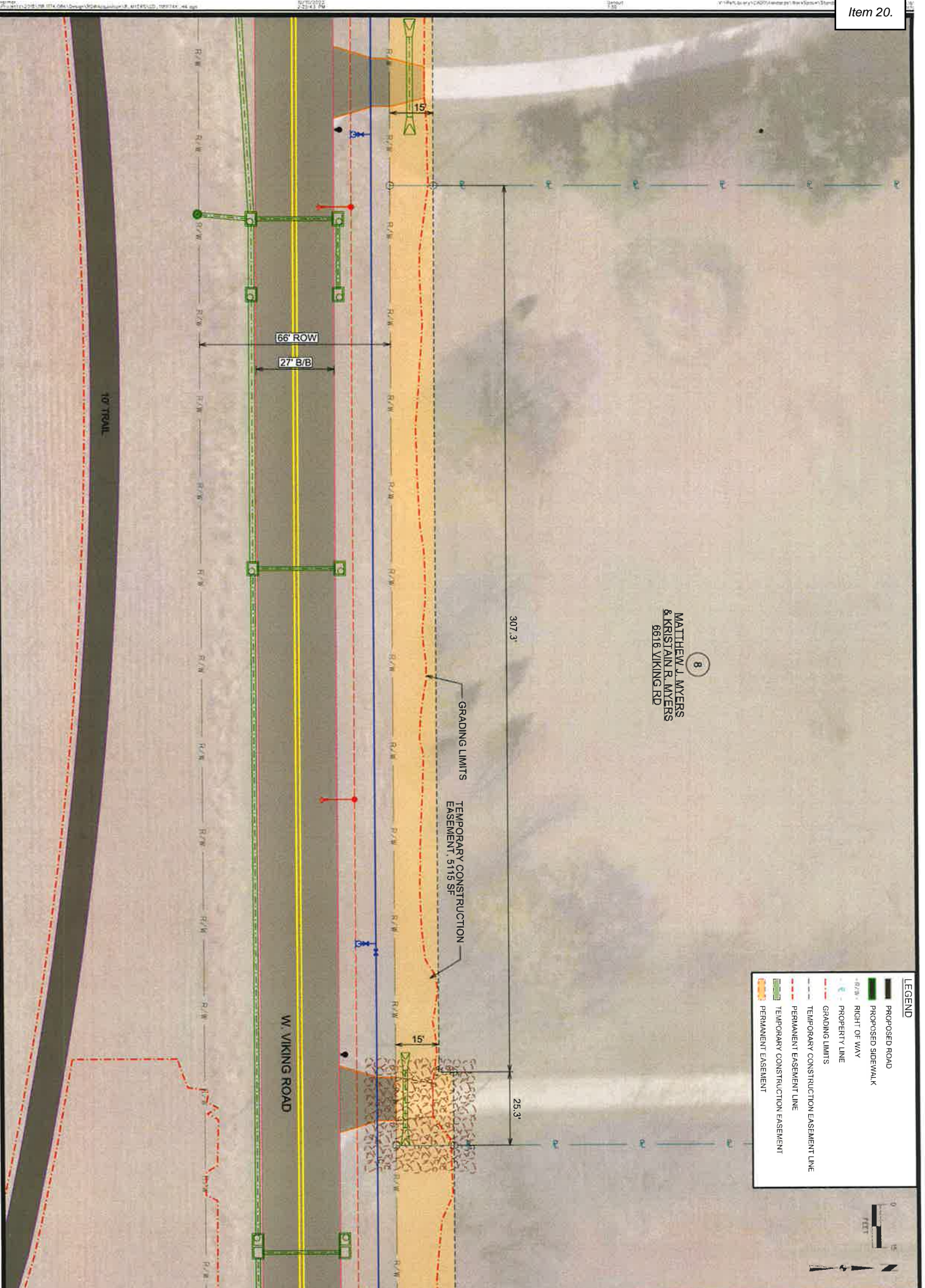
Said Temporary Easement shall terminate upon completion and acceptance of contract documents per project herein identified.

Signed this 27 day of December, A.D., 20 23.


MATTHEW J. MYERS



KRISTAIN R. MYERS



LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT


SNYDER & ASSOCIATES
 Project No: 1181174K
 Sheet H.4

W. VIKING ROAD RECONSTRUCTION AND TRAIL
 RIGHT OF WAY
SNYDER & ASSOCIATES, INC.

CEDAR FALLS, IOWA
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: JMS	Scale: 1" = 15'	
Technician: EIG	Date: 10/10/2023	Fields: B/c	P/g
Project No: 1181174K	Sheet H.4		

Compensation Estimate (Waiver Valuation)

Project: West Viking Road Reconstruction	Project #: L-5022 / RC-232-3308
	Parcel #: 8
	County: Black Hawk

Seller's Name: MATTHEW J. MYERS and KRISTAIN R. MYERS, husband and wife
Seller's Mailing Address: 6616 VIKING RD, CEDAR FALLS, IA 50613
Property Address: 6616 VIKING RD, CEDAR FALLS, IA 50613

Tenant/s Name/s:
Tenant's Mailing Address:

Property interests to be acquired: Temporary Construction Easement

Basis for Land Value Estimate: Comparable Land Values
--

Interests Acquired	Amount of Land (SF)	Unit Price	% of Fee	TE Duration	Subtotal
Fee Title	0				\$0.00
Permanent Roadway Easement	0				\$0.00
Temporary Easement	5,115	\$1.76	8%	2.0	\$1,440.38
Miscellaneous/ Other	Loss of Trees (7 @ \$500 ea)				\$3,500.00
Total Estimate:					\$4,940.38
Total					\$4,950.00

List Bldgs, Impvmts, Fixtures, Equip, Landscaping, Trees, Fencing, and any Other Items Purchased:

Certification: I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based upon data contained in the files of the Agency, that I have no direct or indirect present or contemplated future personal interest in the property or in any benefit from the acquisition of this property. *Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44 Code of Iowa.

ROW Agent Signature: *[Signature]* Date of Estimate: 10/31/2023

Administrative Approval by: *[Signature]* Date: 11/14/23

**PURCHASE AGREEMENT
FOR ROADWAY RIGHT-OF-WAY
PERMANENT EASEMENT**

Recorder's Cover Sheet

Preparer Information

Ryan D Brennan
Black Hawk County Engineer's Office
316 E Fifth Street, Rm 211
Waterloo, IA 50703
319-833-3008

Taxpayer Information:

Black Hawk County, Iowa
316 E Fifth Street
Waterloo, IA 50703

Return Document To:

Ryan D Brennan
Black Hawk County Engineer's Office
316 E Fifth Street, Rm 211
Waterloo, IA 50703
319-833-3008

Grantor:

KMTC Group, LLC, an Iowa limited liability company
8900 Beaver Valley Rd
Cedar Falls, IA 50613

Grantee:

Black Hawk County, Iowa
316 E Fifth Street
Waterloo, IA 50703

Legal Description:

See attached Plat

NOTE: This cover page is prepared in compliance with Iowa Code Section 331.606B (2016). This cover page is provided for informational purposes only.

**PURCHASE AGREEMENT
FOR ROADWAY RIGHT-OF-WAY
PERMANENT EASEMENT**

PARCEL NO. 9 & 10 **COUNTY** BLACK HAWK COUNTY
PROJECT NO. L-5022 / RC-232-3308 **ROAD NAME** VIKING RD
SELLER: KMTC Group, LLC, an Iowa limited liability company

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between Seller and Black Hawk County, Iowa, Buyer.

- 1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy a Roadway Right-of-Way Permanent Easement, over and across the following-described real estate, hereinafter referred to as the "premises:"
The West 60 Acres of the Southeast Quarter, except Parcel "A" of Plat of Survey Doc. 328 Misc 669; and the East One-half of the East One-half of the Southwest Quarter, all in Section 27, Township 89 North, Range 14 West of the 5th P.M., County of Black Hawk County, State of Iowa, and more particularly described on Page 7 & 8, including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein
- 1b. SELLER ALSO AGREES to convey to Buyer all of Seller's rights of direct access from the premises to NONE:
 excepting and reserving to Seller the right of access at the following locations: N/A
- 1c. SELLER ALSO GRANTS to Buyer a temporary easement as shown on Right of Way Design Plot Plan attached as Page 9, 10, & 11, for the purpose of: This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project, and as shown on the project plans for said highway improvement. Said Temporary Easement(s) shall terminate upon completion of this highway project.
- 1d. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER) -- ONE COPY RETAINED BY SELLER

Page 7 of 7

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 38,200.00	on possession and conveyance	60 days after Buyer approval
\$ 38,200.00	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>	
Permanent Easement	20,610	Sq.Ft. Fence: <u>0</u> linear feet woven
Temporary Easement	6,810	Sq.Ft. Fence: <u>0</u> linear feet barbed

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except:

5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:

6. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay **\$100.00** for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL deliver to the Buyer an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

7. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.

8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER) -- ONE COPY RETAINED BY SELLER

9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
10. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except:

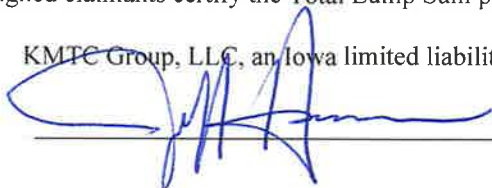
12. **PERFORMANCE ON THE PART OF THE BUYER CAN BE OVERRIDDEN ON MOTION OR RESOLUTION OF THE BLACK HAWK COUNTY BOARD OF SUPERVISORS.**

DISTRIBUTION: TWO COPIES RETURNED TO BUYER) -- ONE COPY RETAINED BY SELLER

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

KMTC Group, LLC, an Iowa limited liability company

X



X

8900 Beaver Valley Rd, Cedar Falls, IA 50613
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Black Hawk } ss:

On this 6 day of March, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared:

Jeff Hassman

to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Scott Hirschman (Sign in Ink)

Scott Hirschman (Print/Type Name)

Notary Public in and for the State of Iowa

My Commission expires 7/1/24

(NOTARIAL SEAL)



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE

Title(s) of Corporate Officer(s):
Manager LLC

- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
 - Limited Partnership
 - General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or
- CONSERVATOR(s)
- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

KMTC Group, LLC

DISTRIBUTION: TWO COPIES RETURNED TO BUYER) -- ONE COPY RETAINED BY SELLER

BUYER'S ACKNOWLEDGMENT

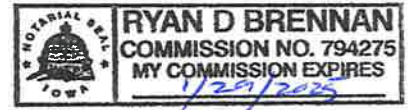
STATE OF IOWA: ss On this 11 day of MARCH, 20 24, before me, the undersigned, personally appeared CATHERINE NICHOLAS known to me to be a County ENGINEER of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said County ENGINEER acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Recommended by: _____ (Date)

Catherine Jascholar 3-11-24
Approved by: _____ (Date)



DISTRIBUTION: TWO COPIES RETURNED TO BUYER) -- ONE COPY RETAINED BY SELLER

TEMPORARY CONSTRUCTION EASEMENT

Project Number: L-5022 / RC-232-3308

Road Name: Viking Rd

Parcel ID Number: 9 & 10

The undersigned does hereby grant unto Black Hawk County, Iowa, a temporary construction easement for the following described property in Black Hawk County, State of Iowa:

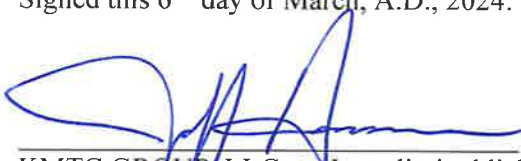
THE TEMPORARY CONSTRUCTION EASEMENT GRANTED
IS TO LAND DESCRIBED AS FOLLOWS:

See attached Exhibit A

Said Temporary Easement is for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

Said Temporary Easement shall terminate upon completion and acceptance of contract documents per project herein identified.

Signed this 6th day of March, A.D., 2024.



KMTC GROUP, LLC, an Iowa limited liability company

**ROADWAY RIGHT-OF-WAY
PERMANENT EASEMENT**

Recorder's Cover Sheet

Preparer Information

Ryan D Brennan
Black Hawk County Engineer's Office
316 E Fifth Street, Rm 211
Waterloo, IA 50703
319-833-3008

Taxpayer Information:

Black Hawk County, Iowa
316 E Fifth Street
Waterloo, IA 50703

Return Document To:

Ryan D Brennan
Black Hawk County Engineer's Office
316 E Fifth Street, Rm 211
Waterloo, IA 50703
319-833-3008

Grantor:

KMTC Group, LLC, an Iowa limited liability company
8900 Beaver Valley Rd
Cedar Falls, IA 50613

Grantee:

Black Hawk County, Iowa
316 E Fifth Street
Waterloo, IA 50703

Legal Description:

See attached Plat

NOTE: This cover page is prepared in compliance with Iowa Code Section 331.606B (2016). This cover page is provided for informational purposes only.

**PERMANENT EASEMENT
FOR PUBLIC HIGHWAY RIGHT-OF-WAY**

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THE EASEMENT GRANTED FOR PUBLIC HIGHWAY PURPOSES
IS TO LAND DESCRIBED AS FOLLOWS:

See attached Acquisition Plat

This easement and transfer is exempt from Transfer Tax. Iowa Code 428A.1.

This easement is being acquired for public purposes and a Declaration of Value is not required. Iowa Code 428A.1.

Grantors do hereby covenant with said Black Hawk County, Iowa, and successors in interest, that Grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except: _____ and Grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the easement.

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

Signed this 6th day of March, A.D., 2024.

KMTC Group, LLC, an Iowa limited liability company

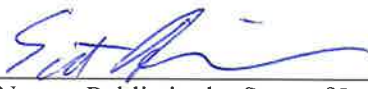
By: 

Name: Jeff Hassman
Title: Manager

State of Iowa)
)
County of Black Hawk)

Subscribed and sworn before me on the 6th day of March, A.D., 2024, by
Jeff Hassman, who is Manager of KMTC Group, LLC.




Notary Public in the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT

Project Number: L-5022 / RC-232-3308

Road Name: Viking Rd

Parcel ID Number: 11

The undersigned does hereby grant unto Black Hawk County, Iowa, a temporary construction easement for the following described property in Black Hawk County, State of Iowa:

THE TEMPORARY CONSTRUCTION EASEMENT GRANTED
IS TO LAND DESCRIBED AS FOLLOWS:

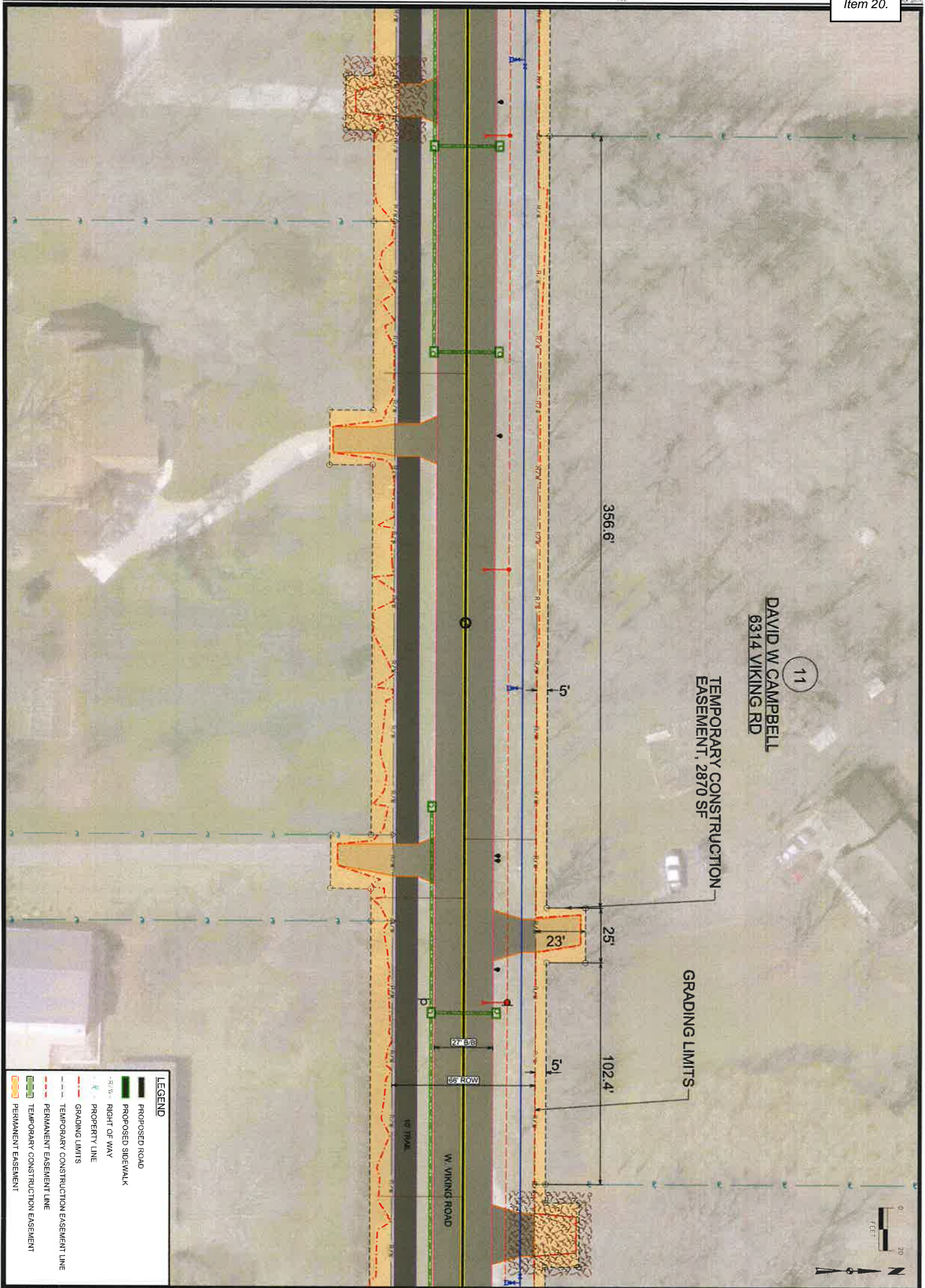
See attached Exhibit A

Said Temporary Easement is for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

Said Temporary Easement shall terminate upon completion and acceptance of contract documents per project herein identified.


Signed this 30th day of Jan, A.D., 20 24.


DAVID W. CAMPBELL, a single person



LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- RIGHT OF WAY
- PROPERTY LINE
- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

 SNYDER & ASSOCIATES	W. VIKING ROAD RECONSTRUCTION AND TRAIL	MARK	REVISION	DATE	BY
	RIGHT OF WAY	Engineer: LEJ	Checked By: JMS	Scale: 1" = 10'	
	SNYDER & ASSOCIATES, INC.	Cedar Falls, Iowa	Technician: EIG	Date: 10/10/2023	Field Bk:
Project No: 1181174K Sheet H.7	2727 S.W. SNYDER BLVD. ANKENY, IOWA 50023 515-964-2020 www.snyder-associates.com	Project No: 1181174K	Sheet H.7		

Compensation Estimate (Waiver Valuation)

Project: West Viking Road Reconstruction	Project #: L-5022 / RC-232-3308
	Parcel #: 11
	County: Black Hawk

Seller's Name: DAVID W. CAMPBELL, a single person
Seller's Mailing Address: 6314 VIKING RD, CEDAR FALLS, IA 50613
Property Address: 6314 VIKING RD, CEDAR FALLS, IA 50613

Tenant/s Name/s:
Tenant's Mailing Address:


Property interests to be acquired: Temporary Construction Easement

Basis for Land Value Estimate: Comparable Land Values
--

Interests Acquired	Amount of Land (SF)	Unit Price	% of Fee	TE Duration	Subtotal
Fee Title	0				\$0.00
Permanent Roadway Easement	0				\$0.00
Temporary Easement	2,870	\$1.76	8%	2.0	\$808.19
Miscellaneous/ Other	Loss of Trees (11 @ \$500 ea)				\$5,500.00
Total Estimate:					\$6,308.19
Total					\$6,310.00

List Bldgs, Impvmts, Fixtures, Equip, Landscaping, Trees, Fencing, and any Other Items Purchased:	
---	--

Certification: I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based upon data contained in the files of the Agency, that I have no direct or indirect present or contemplated future personal interest in the property or in any benefit from the acquisition of this property. *Compensation for RW fence to be by fixed schedule or in accord with Section 6B.44 Code of Iowa.

ROW Agent Signature:  Date of Estimate: 10/31/2023

Administrative Approval by:  Date: 11/14/23



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 8, 2024

SUBJECT: West Viking Road Reconstruction and Trail Project
 City Project Number: RC-362-3212
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the West Viking Road Reconstruction and Trail Project.

We recommend setting Monday, April 1st, 2024, at 7:00pm as the date and time for the public hearing on this project and Friday, April 19th, 2024, at 2pm as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by Thursday, April 4th, 2024. The Plans and Specifications will be ready for distribution to contractors on Tuesday, April 2nd, 2024, via QuestCDN (reference #9016651), allowing more than two (2) weeks of review before contract letting.

This project involves the reconstruction of W. Viking Road from Production Drive to Union Road, a single lane roundabout at the future intersection of Innovation Drive and W Viking Road, extension of Innovation Drive in the industrial park to Viking Road, installation of curb & gutter from Production Drive to Hudson Road, intersection improvements at Hudson Road, recreational trail from Hudson Road to Innovation Drive, recreational trail around northerly industrial park pond, sanitary sewer installation, water main installation, and roundabout landscaping.

The total estimated cost for the construction of this project is \$7,822,524.00. The project will be funded by Local Option Sales Tax, General Obligation Bond, and Tax Increment Financing – Unified Industrial Park (TIF-UN).

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the West Viking Road Reconstruction and Trail Project.

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

West Viking Road Engineer's Opinion of Probable Project Costs Updated March 6, 2024								
Item No.	SUDAS Item No.	Item Description	Unit	Unit Price	Division 1 Quantity	Division 1 Price	Division 2 Quantity	Division 2 Price
	DIVISION 2	EARTHWORK						
2.01	2010-C	Clearing and Grubbing	LS	\$ 40,000.00	1	\$ 40,000.00		\$ -
2.02	2010-D-1	Topsoil, On-site	CY	\$ 12.00	10,814	\$ 129,768.00		\$ -
2.03	2010-E	Excavation, Class 10	CY	\$ 10.00	33,194	\$ 331,940.00		\$ -
2.04	2010-G	Subgrade Preparation, 12" Depth	SY	\$ 3.00	20,568	\$ 61,704.00		\$ -
2.05	2010-I	Subgrade Treatment, Geo Grid	SY	\$ 6.00	2,000	\$ 12,000.00		\$ -
2.06	2010-J	Subbase, Modified, 6" Depth	SY	\$ 10.00	2,645	\$ 26,450.00		\$ -
2.07	2010-J	Subbase, Modified, 12" Depth	SY	\$ 14.00	20,342	\$ 284,788.00		\$ -
2.08	2010-M	Compaction Testing	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -
	DIVISION 3	TRENCH EXCACATION AND BACKFILL						
3.01	3010-F	Trench Compaction Testing	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -
	DIVISION 4	SEWERS AND DRAINS						
4.01	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	\$ 120.00	1,446	\$ 173,520.00		\$ -
4.02	4010-E	Sanitary Sewer Service Stub, PVC, 4"	LF	\$ 80.00	497	\$ 39,760.00		\$ -
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 15"	LF	\$ 60.00	4,167	\$ 250,020.00		\$ -
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 18"	LF	\$ 70.00	2,350	\$ 164,500.00		\$ -
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 24"	LF	\$ 80.00	1,069	\$ 85,520.00		\$ -
4.06	4020-A-1	Storm Sewer, Trenched, RCP, 30"	LF	\$ 100.00	28	\$ 2,800.00		\$ -
4.07	4020-A-1	Storm Sewer, Trenched, RCP, 36"	LF	\$ 100.00	351	\$ 35,100.00		\$ -
4.08	4020-A-1	Storm Sewer, Trenched, RCP, 66"	LF	\$ 400.00	79	\$ 31,600.00		\$ -
4.09	4020-D	Removal of Storm Sewer	LF	\$ 25.00	760	\$ 19,000.00		\$ -
4.10	4020-999-A	Storm Sewer, Bend, 30 Degrees	EA	\$ 2,000.00	2	\$ 4,000.00		\$ -
4.11	4030-B, C, D	Pipe Apron, Guard, and Footing, 15"	EA	\$ 3,000.00	3	\$ 9,000.00		\$ -
4.12	4030-B, C, D	Pipe Apron, Guard, and Footing, 18"	EA	\$ 3,500.00	6	\$ 21,000.00		\$ -
4.13	4030-B, C, D	Pipe Apron, Guard, and Footing, 24"	EA	\$ 4,000.00	4	\$ 16,000.00		\$ -
4.14	4030-B, C, D	Pipe Apron, Guard, and Footing, 30"	EA	\$ 4,500.00	2	\$ 9,000.00		\$ -
4.15	4030-B, C, D	Pipe Apron, Guard, and Footing, 36"	EA	\$ 5,000.00	2	\$ 10,000.00		\$ -
4.16	4030-B, C, D	Pipe Apron, Guard, and Footing, 66"	EA	\$ 8,000.00	2	\$ 16,000.00		\$ -
4.17	4040-A	Subdrain, HDPE, 6"	LF	\$ 16.00	9,373	\$ 149,968.00		\$ -
4.18	4040-C-1	Subdrain Cleanout, PVC, 6", Type B	EA	\$ 1,000.00	7	\$ 7,000.00		\$ -
4.19	4040-D-1	Subdrain Connect to Structure	EA	\$ 250.00	117	\$ 29,250.00		\$ -
4.20	4040-D-1	Subdrain Outlet to Ditch	EA	\$ 500.00	2	\$ 1,000.00		\$ -
4.21	4040-E	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	\$ 25.00	400	\$ 10,000.00		\$ -
4.22	4040-999-A	Subdrain Connection, Field Tile	LF	\$ 25.00	200	\$ 5,000.00		\$ -
4.23	4040-999-B	Subdrain Outlet, Connect Existing Subdrain to Structure	EA	\$ 400.00	26	\$ 10,400.00		\$ -

Item No.	SUDAS Item No.	Item Description	Unit	Unit Price	Division 1 Quantity	Division 1 Price	Division 2 Quantity	Division 2 Price
	DIVISION 5	WATER MAINS AND APPURTENANCES						
5.01	5010-A-1	Water Main, Trenched, DIP, 12"	LF	\$ 90.00	3,562	\$ 320,580.00		\$ -
5.02	5010-A-1	Water Main, Trenched, DIP, 12", Restrained Joint	LF	\$ 100.00	1,450	\$ 145,000.00		\$ -
5.03	5010-C-2	Fitting By Weight, DI MJ	LB	\$ 22.00	2,000	\$ 44,000.00		\$ -
5.04	5010-D	Water Service Stub, Copper, 3/4", Opposite Side	EA	\$ 4,000.00	9	\$ 36,000.00		\$ -
5.05	5020-A	Valve, Gate, 12"	EA	\$ 4,000.00	6	\$ 24,000.00		\$ -
5.06	5020-C	Fire Hydrant Assembly	EA	\$ 7,000.00	12	\$ 84,000.00		\$ -
5.07	5020-G	Valve Box Extension	EA	\$ 1,000.00	4	\$ 4,000.00		\$ -
5.08	5020-I	Fire Hydrant Adjustment	EA	\$ 4,000.00	3	\$ 12,000.00		\$ -
	DIVISION 6	STRUCTURES FOR SANITARY AND STORM SEWERS						
6.01	6010-A	Manhole, SW-301, 48"	EA	\$ 8,000.00	4	\$ 32,000.00		\$ -
6.02	6010-A	Manhole, SW-401, 48"	EA	\$ 5,000.00	4	\$ 20,000.00		\$ -
6.03	6010-A	Manhole, SW-401, 60"	EA	\$ 7,000.00	2	\$ 14,000.00		\$ -
6.04	6010-A	Manhole, SW-401, 72"	EA	\$ 9,000.00	2	\$ 18,000.00		\$ -
6.05	6010-A	Manhole, SW-401, 84"	EA	\$ 12,000.00	1	\$ 12,000.00		\$ -
6.06	6010-B	Intake, SW-507	EA	\$ 6,000.00	51	\$ 306,000.00		\$ -
6.07	6010-B	Intake, SW-509	EA	\$ 8,000.00	17	\$ 136,000.00		\$ -
6.08	6010-B	Intake, SW-510	EA	\$ 6,000.00	1	\$ 6,000.00		\$ -
6.09	6010-B	Intake, SW-511	EA	\$ 4,500.00	1	\$ 4,500.00		\$ -
6.10	6010-B	Intake, SW-512	EA	\$ 4,500.00	4	\$ 18,000.00		\$ -
6.11	6010-B	Intake, SW-545	EA	\$ 6,000.00	1	\$ 6,000.00		\$ -
6.12	6010-E-1	Manhole Adjustment, Minor	EA	\$ 1,000.00	3	\$ 3,000.00		\$ -
6.13	6010-F-1	Manhole Adjustment, Major	EA	\$ 3,000.00	3	\$ 9,000.00		\$ -
6.14	6010-G-1	Connection to Existing Manhole	EA	\$ 1,500.00	3	\$ 4,500.00		\$ -
6.15	6010-G-999	Connection to Existing Pipe	EA	\$ 1,500.00	8	\$ 12,000.00		\$ -
6.16	6010-H-2	Remove Intake	EA	\$ 1,500.00	3	\$ 4,500.00		\$ -
	DIVISION 7	STREETS AND RELATED WORK						
7.01	7010-A	Pavement, PCC, 9" Depth, Class C	SY	\$ 75.00	16,893	\$ 1,266,975.00		\$ -
7.02	7010-E	Curb and Gutter, PCC, 3.5' Wide, 9" Depth	LF	\$ 40.00	2,801	\$ 112,040.00		\$ -
7.03	7010-G	Concrete Median, 6 "Depth	SY	\$ 125.00	186	\$ 23,250.00		\$ -
7.04	7010-I	PCC Pavement Samples and Testing	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -
7.05	7010-999-A	Truck Apron with 9" PCC Base for Pavers	SY	\$ 150.00	348	\$ 52,200.00		\$ -
7.06	7010-999-B	Splitter Island with 9" PCC Base for Pavers	SY	\$ 150.00	115	\$ 17,250.00		\$ -
7.07	7010-999-C	Concrete Curb, 1' Wide	LF	\$ 40.00	230	\$ 9,200.00		\$ -
7.08	7010-999-D	Planter Edging, Concrete, 6 "Wide	LF	\$ 25.00	290	\$ 7,250.00		\$ -
7.09	7020-I	Asphalt Pavement Samples and Testing	LS	\$ 5,000.00	-	\$ -	1	\$ 5,000.00
7.10	7021-B	Asphalt Overlay, 3" Depth, Surface, 0.5" Diameter, 58-28H, HT	SY	\$ 25.00	-	\$ -	3,387	\$ 84,675.00
7.11	7030-A-1	Removal of Sidewalk	SY	\$ 15.00	40	\$ 600.00		\$ -

Item No.	SUDAS Item No.	Item Description	Unit	Unit Price	Division 1 Quantity	Division 1 Price	Division 2 Quantity	Division 2 Price
7.12	7030-A-3	Removal of Driveway	SY	\$ 10.00	540	\$ 5,400.00		\$ -
7.13	7030-B	Removal of Curb	LF	\$ 25.00	100	\$ 2,500.00		\$ -
7.14	7030-C	Shared Use Path, PCC, 6" Depth	SY	\$ 55.00	12,211	\$ 671,605.00		\$ -
7.15	7030-D	Special Subgrade Prep for Shared Use Path, 6" Depth	SY	\$ 4.00	17,096	\$ 68,384.00		\$ -
7.16	7030-E	Sidewalk, PCC, 4" Depth	SY	\$ 50.00	53	\$ 2,650.00		\$ -
7.17	7030-F	Brick/Paver for Truck Apron and Splitter Islands	SF	\$ 16.00	3,649	\$ 58,384.00		\$ -
7.18	7030-G	Detectable Warnings	SF	\$ 55.00	434	\$ 23,870.00		\$ -
7.19	7030-H-1	Driveway, Paved, PCC, 6" Depth	SY	\$ 65.00	1,429	\$ 92,885.00		\$ -
7.20	7030-H-3	Driveway, Granular, 6" Depth	TON	\$ 45.00	102	\$ 4,590.00		\$ -
7.21	7040-A	Full Depth Patches, PCC, 9" Depth	SY	\$ 200.00	150	\$ 30,000.00		\$ -
7.22	7040-B	Subbase Over-Excavation	TON	\$ 60.00	48	\$ 2,880.00		\$ -
7.23	7040-H	Milling	SY	\$ 10.00	-	\$ -	3,387	\$ 33,870.00
7.24	7040-H	Pavement Removal	SY	\$ 8.00	10,850	\$ 86,800.00		\$ -
7.25	7080-B	Engineering Fabric	SY	\$ 5.00	500	\$ 2,500.00		\$ -
	DIVISION 8	TRAFFIC						
8.01	8010-A	Traffic Signal Modifications	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -
8.02	8020-B	Painted Pavement Markings, Solvent/Waterborne	STA	\$ 150.00	201	\$ 30,150.00		\$ -
8.03	8020-G	Painted Symbols and Legends, Solvent/Waterborne	EA	\$ 250.00	6	\$ 1,500.00		\$ -
8.04	8020-K	Pavement Markings Removed	STA	\$ 100.00	39	\$ 3,900.00		\$ -
8.05	8020-M	Grooves Cut for Pavement Markings	STA	\$ 100.00	201	\$ 20,100.00		\$ -
8.06	8020-N	Grooves Cut for Symbols and Legends	EA	\$ 200.00	6	\$ 1,200.00		\$ -
8.07	8030-A	Temporary Traffic Control	LS	\$ 40,000.00	1	\$ 40,000.00		\$ -
8.08	8030-999-A	Flagger	CDAY	\$ 600.00	20	\$ 12,000.00		\$ -
8.09	8030-999-B	Portable Dynamic Message Sign (PDMS)	CDAY	\$ 200.00	50	\$ 10,000.00		\$ -
8.10	8040-A	Traffic Signs, Type A	EA	\$ 250.00	41	\$ 10,250.00		\$ -
8.11	8040-B	Traffic Signs	SF	\$ 5.00	268	\$ 1,340.00		\$ -
8.12	8040-C	Wood Posts	LF	\$ 5.00	487	\$ 2,435.00		\$ -
8.13	8040-I	Remove, Salvage, and Reinstall Address Sign	EA	\$ 200.00	14	\$ 2,800.00		\$ -
	DIVISION 9	SITE WORK AND LANDSCAPING						
9.01	9010-B	Hydraulic Seeding, Fertilizing, and Mulching, Type 6	AC	\$ 4,500.00	15.0	\$ 67,500.00		\$ -
9.02	9010-D	Watering	MGAL	\$ 100.00	100.0	\$ 10,000.00		\$ -
9.03	9030-B	Plants with Warranty, Canopy Tree	EA	\$ 700.00	4.0	\$ 2,800.00		\$ -
9.04	9030-B	Plants with Warranty, Shrubs	EA	\$ 65.00	28.0	\$ 1,820.00		\$ -
9.05	9030-B	Plants with Warranty, Ornamental Grasses	EA	\$ 15.00	54.0	\$ 810.00		\$ -
9.06	9030-999-A	Mulch, Shredded Bark and Fabric	SF	\$ 2.50	878.0	\$ 2,195.00		\$ -
9.07	9030-999-B	Mulch, Rock and Fabric	CY	\$ 432.00	14.0	\$ 6,048.00		\$ -
9.08	9040-A-1	SWPPP Preparation	LS	\$ 2,500.00	1	\$ 2,500.00		\$ -
9.09	9040-A-2	SWPPP Management	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -

Item No.	SUDAS Item No.	Item Description	Unit	Unit Price	Division 1 Quantity	Division 1 Price	Division 2 Quantity	Division 2 Price
9.10	9040-D-1	Filter Sock, 9"	LF	\$ 3.00	20,000	\$ 60,000.00		\$ -
9.11	9040-D-2	Filter Sock, Removal	LF	\$ 1.00	20,000	\$ 20,000.00		\$ -
9.12	9040-J	Rip Rap, Class E	TON	\$ 70.00	310	\$ 21,700.00		\$ -
9.13	9040-N-1	Silt Fence	LF	\$ 3.00	3,500	\$ 10,500.00		\$ -
9.14	9040-N-2	Silt Fence, Removal of Sediment	LF	\$ 0.50	3,500	\$ 1,750.00		\$ -
9.15	9040-N-3	Silt Fence, Removal of Device	LF	\$ 1.00	3,500	\$ 3,500.00		\$ -
9.16	9040-O-2	Stabilized Construction Entrance	TON	\$ 70.00	200.0	\$ 14,000.00		\$ -
9.17	9040-Q-1	Erosion Control Mulching, Hydromulching	AC	\$ 2,500.00	30.0	\$ 75,000.00		\$ -
9.18	9040-R	Turf Reinforcement Mats, Type 2	SQ	\$ 100.00	250.0	\$ 25,000.00		\$ -
9.19	9040-T-1	Inlet Protection Device, Surface-Applied	EA	\$ 100.00	74	\$ 7,400.00		\$ -
9.20	9040-T-2	Inlet Protection Device, Maintenance	EA	\$ 50.00	148	\$ 7,400.00		\$ -
9.21	9060-D	Removal and Reinstallation of Existing Fence, Field Fence	LF	\$ 20.00	2,000	\$ 40,000.00		\$ -
9.22	9060-F	Temporary Fence, Snow Fence	LF	\$ 5.00	4,500	\$ 22,500.00		\$ -
9.23	9080-C	Safety Rail	LF	\$ 250.00	100	\$ 25,000.00		\$ -
9.24	9920-999-A	Mowing	EA	\$ 300.00	15	\$ 4,500.00		\$ -
	DIVISION 11	MISCELLANEOUS						
11.01	11,020-A	Mobilization	LS	\$ 400,000.00	1	\$ 400,000.00		\$ -
11.02	10,030-A	Maintenance of Postal Services	LS	\$ 10,000.00	1	\$ 10,000.00		\$ -
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	\$ 10,000.00	1	\$ 10,000.00		\$ -
11.04	11,040-B	Temporary Granular Roadway	SY	\$ 20.00	6,700	\$ 134,000.00		\$ -
11.05	11,050-A	Concrete Washout	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -
11.06	11,000-999-A	Monument, Street Name	EA	\$ 40,000.00	4	\$ 160,000.00		\$ -
11.07	11,000-999-B	Monument, Welcome Sign	EA	\$ 40,000.00	2	\$ 80,000.00		\$ -
11.08	11,000-999-D	Electrical and Lighting, Roundabout	LS	\$ 15,000.00	1	\$ 15,000.00		\$ -
11.09	11,000-999-E	Street Light	LS	\$ 400,000.00	1	\$ 400,000.00		\$ -
Subtotals =						\$ 7,698,979.00		\$ 123,545.00
Total Construction Cost =						\$ 7,822,524.00		



FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM
Public Records Division

TO: Honorable Mayor Danny Laudick and City Council
FROM: Kim Kerr, CMC, City Clerk
DATE: March 8, 2024
SUBJECT: Ordinance Adopting the 2024 Code of Ordinances

Section 380.8 of the Code of Iowa requires that our Code of Ordinances be formally adopted at least once every five years. The Cedar Falls Code of Ordinances was last adopted in 2019 by Ordinance #2937. Adoption of the attached ordinance simply reconfirms and codifies all of the individual ordinances adopted by the City Council during the past five years. Thus, its adoption is not related to any new changes to or recodification of the Code of Ordinances of the City of Cedar Falls.

If you have any questions regarding this matter, please contact me at 268-5115. Thank you.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A CODE OF ORDINANCES FOR THE CITY OF CEDAR FALLS, IOWA

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

Section 1. Purpose. The purpose of this adopting ordinance is to enable the City of Cedar Falls, Iowa, to comply with the provisions of Section 380.8 of the Code of Iowa.

Section 2. Adoption. The City Council of the City of Cedar Falls, Iowa, hereby adopts the 2024 Code of Ordinances for the City of Cedar Falls, Iowa, pursuant to the provisions of Section 380.8 of the Code of Iowa.

Section 3. Content. The 2024 Code of Ordinances is composed of all City ordinances presently in effect, except grade ordinances, bond ordinances, zoning map ordinances, ordinances vacating streets and alleys, and ordinances containing legal descriptions of urban revitalization areas and urban renewal areas.

The 2024 Code of Ordinances shall include this adopting ordinance and the city clerk’s certification of its adoption and passage.

If the 2024 Code of Ordinances includes an ordinance that has adopted by reference the provisions of any statewide or nationally recognized standard code pursuant to the provisions of Section 380.10 of the Code of Iowa, the city clerk shall also keep on file, with the official copy of the city code, a copy of such standard code.

Section 4. Format. The 2024 Code of Ordinances shall be compiled in loose-leaf format.

Section 5. Official Copy. The city clerk shall be responsible for the compilation, organization and maintenance of the official 2024 Code of Ordinances and shall keep the official copy on file in the office of the city clerk.

Section 6. Public Copies. Additional copies of the 2024 Code of Ordinances shall be kept in the office of the city clerk and shall be available for public inspection and purchase.

Section 7. Additional Ordinances. All ordinances, except as hereinafter provided, adopted after the effective date of this ordinance shall be in the form of an amendment to or an

addition to the 2024 Code of Ordinances. This section does not apply to grade ordinances, bond ordinances, zoning map ordinances, ordinances vacating streets and alleys, and ordinances containing legal descriptions of urban revitalization areas and urban renewal areas.

Section 8. Effective Date. This ordinance shall be effective after its passage and publication, as required by law.

INTRODUCED: _____ March 18, 2024 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Danny Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 18, 2024

SUBJECT: Updates to City Code Section 23-300
Lawful Speed Limits Established
Center Street

The newly designed and constructed streetscape of Center Street between Clair Street and Lone Tree Road near North Cedar Elementary has been completed. The improvements made through the corridor have been newly placed curbs, bio cells, and other streetscaping amenities. These improvements have provided additional traffic calming within the corridor. Additionally, the multi-way stop at Center Street and Lone Tree Road was installed last summer. Considering all these items, adjustments will shift to a 25mph zone from Lone Tree Road to Clair Street.

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

The Engineering Division recommends approval of setting the speed limits in the corridor on the attached redline through the Center Street corridor from Clair Street to Lone Tree Road.

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

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

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

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT ON CENTER STREET AS 25 MILES PER HOUR FROM A POINT 200 FEET SOUTH OF ITS INTERSECTION WITH CLAIR STREET NORTH TO A POINT 200 FEET NORTH OF ITS INTERSECTION WITH LONE TREE ROAD AND AS 35 MILES PER HOUR FROM 300 FEET NORTH OF FIRST STREET NORTH TO A POINT 200 FEET SOUTH OF ITS INTERSECTION WITH CLAIR STREET AND FROM A POINT 200 FEET NORTH OF ITS INTERSECTION WITH LONE TREE ROAD NORTH TO THE NORTH CITY LIMITS, IN SECTION 23-300, LAWFUL SPEED LIMITS ESTABLISHED, OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY 1. REPEALING SUBSECTION 8(d) AND ENACTING A NEW SUBSECTION 8(d) IN LIEU THEREOF; AND REPEALING SUBSECTION 10(f) AND ENACTING A NEW SUBSECTION 10(f) IN LIEU THEREOF; AND 2. REPEALING SUBSECTION 12(g) THEREOF.

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

Section 1. Subsection 8(d) and Subsection 10(f) of Section 23-300, Lawful Speed Limits Established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Subsections 8(d) and 10(f) are enacted in lieu thereof, as follows:

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

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

[unchanged provisions omitted]

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

[unchanged provisions omitted]

- d. Center Street, from a point 200 feet south of its intersection with Clair Street north to a point 200 feet north of its intersection with Lone Tree Road.

[unchanged provisions omitted]

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

[unchanged provisions omitted]

- f. Center Street, from a point 300 feet north of First Street north to a point 200 feet south of its intersection with Clair Street, and from a point 200 feet north of its intersection with Lone Tree Road north to the north city limits.

[unchanged provisions omitted]

Section 2. Subsection 12(d) of Section 23-300, Lawful Speed Limits Established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and subsequent Subsections are renumbered accordingly, as follows:

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

[unchanged provisions omitted]

- g. Dunkerton Road, from its intersection with U. S. Highway 218 east to the east city limits.
- h. Fitkin Road, from its intersection with Ford Road to Center Street.
- i. Ford Road, from its intersection with Fitkin Road south to Lone Tree Road.
- j. Greenhill Road, from its intersection with Hudson Road to the east city limits.
- k. Hudson Road, from its intersection with the south line of University Avenue south to the south city limits.
- l. Iowa Highway 58, from its intersection with Ridgeway Avenue south to the south city limits.
- m. Lake Street, from U.S. Highway 218 east to the east city limits.
- n. Leverage Road (West half), from a point one-quarter mile north of Lincoln Street to the north city limits.
- o. Lincoln Street, from its intersection with Vermont Street easterly to the city limits.
- p. Lone Tree Road, from its intersection with Center Street to Leverage Road.
- q. Main Street (South), from Viking Road south to the city limits.
- r. Ridgeway Avenue, from Hudson Road west to the western city limits.
- s. Union Road, from the south city limits to West 1st Street.

- t. Viking Road, from the east line of Prairie Parkway east to its intersection with Cedar Heights Drive.
- u. Ridgeway Avenue, from Iowa Highway 58 east to the eastern city limits.

INTRODUCED: _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

Sec. 23-300. Lawful speed limits established.

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

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

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

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

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

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

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

DAILY INVOICES FOR 03/18/24 COUNCIL MEETING

Item 24.

PREPARED 03/12/2024, 12:29:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-0000-213.00-00						CURRENT LIABILITY / SALES TAX PAYABLE		
1422		08/24	AP	02/09/24	0007317	IOWA DEPT.OF REVENUE RECREATION	4,969.51	03/04/24
						MONTHLY SALES TAX		
						ACCOUNT TOTAL	4,969.51	4,969.51
101-1008-441.72-99						OPERATING SUPPLIES / POSTAGE		
1452		08/24	AP	02/26/24	0399737	CMRS-POC	82.30	02/29/24
						POC#8031880-REPL.POSTAGE		01/26/24-02/26/24
						ACCOUNT TOTAL	82.30	82.30
101-1028-441.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT		
1422		08/24	AP	02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	200.00	03/04/24
						HEALTH INS. REIMBURSEMENT		
1422		08/24	AP	02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	152.89	03/04/24
						HEALTH INS. REIMBURSEMENT		
						ACCOUNT TOTAL	352.89	352.89
101-1028-441.72-99						OPERATING SUPPLIES / POSTAGE		
1452		08/24	AP	02/26/24	0399737	CMRS-POC	162.24	02/29/24
						POC#8031880-REPL.POSTAGE		01/26/24-02/26/24
						ACCOUNT TOTAL	162.24	162.24
101-1028-441.89-17						MISCELLANEOUS SERVICES / BANK SERVICE CHARGES		
1422		08/24	AP	02/28/24	0007313	FARMERS STATE BANK	20.00	03/04/24
						OUTGOING WIRE FEE		FIRST BANK CD
1422		08/24	AP	02/28/24	0007314	FARMERS STATE BANK	20.00	03/04/24
						OUTGOING WIRE FEE		LINCOLN SAVINGS CD
1422		08/24	AP	02/21/24	0007312	FARMERS STATE BANK	20.00	03/04/24
						VOYA OUTGOING WIRE		02/23/24 PAYROLL
1422		08/24	AP	02/07/24	0007311	FARMERS STATE BANK	20.00	03/04/24
						VOYA OUTGOING WIRE		02/09/24 PAYROLL
1422		08/24	AP	02/01/24	0007314	FARMERS STATE BANK		6.21
						REF:TAX ON DEPOSIT BOOKS		01/04/24 ORDER
						ACCOUNT TOTAL	80.00	6.21
								73.79
101-1038-441.72-99						OPERATING SUPPLIES / POSTAGE		
1452		08/24	AP	02/26/24	0399737	CMRS-POC	50.56	02/29/24
						POC#8031880-REPL.POSTAGE		01/26/24-02/26/24
						ACCOUNT TOTAL	50.56	50.56

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ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 08/2024

GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1038-441.81-09					PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION			
1452		08/24 AP		02/26/24	0399737 CMRS-POC	.64		02/29/24
					POC#8031880-REPL.POSTAGE			
					01/26/24-02/26/24			
					ACCOUNT TOTAL	.64	.00	.64
101-1038-441.81-32					PROFESSIONAL SERVICES / TUITION ASSISTANCE			
1495		09/24 AP		02/29/24	0399757 ERICKSON, NIK	1,494.00		03/06/24
					TUITION REIMBURSEMENT			
					DIVERSITY IN THE U.S.			
					ACCOUNT TOTAL	1,494.00	.00	1,494.00
101-1038-441.89-82					MISCELLANEOUS SERVICES / SECTION 105			
1422		08/24 AP		02/06/24	0007324 ISOLVED BENEFIT SERVICES, INC	738.30		03/04/24
					CAFE ADMIN FEE-JAN'24			
					ACCOUNT TOTAL	738.30	.00	738.30
101-1048-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1452		08/24 AP		02/26/24	0399737 CMRS-POC	6.40		02/29/24
					POC#8031880-REPL.POSTAGE			
					01/26/24-02/26/24			
					ACCOUNT TOTAL	6.40	.00	6.40
101-1060-423.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT			
1422		08/24 AP		02/15/24	0007325 ISOLVED BENEFIT SERVICES, INC	69.69		03/04/24
					HEALTH INS. REIMBURSEMENT			
					ACCOUNT TOTAL	69.69	.00	69.69
101-1060-423.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1158		09/24 AP		02/08/24	0399780 OFFICE EXPRESS OFFICE PRODUCT	378.87		02/29/24
					LETTER-SIZE & LEDGER-SIZE PAPER			
1158		09/24 AP		02/08/24	0399780 OFFICE EXPRESS OFFICE PRODUCT	84.10		02/29/24
					CREAM COLOR, LETTER-SIZE PAPER (1 BOX)			
					ACCOUNT TOTAL	462.97	.00	462.97
101-1060-423.72-99					OPERATING SUPPLIES / POSTAGE			
1452		08/24 AP		02/26/24	0399737 CMRS-POC	26.24		02/29/24
					POC#8031880-REPL.POSTAGE			
					01/26/24-02/26/24			
1159		09/24 AP		01/28/24	0399784 QUADIENT FINANCE USA, INC.	300.00		02/29/24
					POSTAGE			
					ACCOUNT TOTAL	326.24	.00	326.24

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
1159		09/24	AP	02/12/24	0399774 GORDON FLESCH COMPANY INC COPIER CONTRACT 020-1483981-000	2,132.42			02/29/24
ACCOUNT TOTAL						2,132.42	.00	2,132.42	
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 1ST 2 DAYS REGISTRATION (AGUIRRE)	175.00			02/29/24
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 3RD DAY REGISTRATION (AGUIRRE)	20.00			02/29/24
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 1ST 2 DAYS REGISTRATION (ANGEL)	175.00			02/29/24
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 3RD DAY REGISTRATION (ANGEL)	20.00			02/29/24
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 1ST 2 DAYS REGISTRATION (BLACKFORD)	175.00			02/29/24
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 1ST 2 DAYS REGISTRATION (HOSFORD)	175.00			02/29/24
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 1ST 2 DAYS REGISTRATION (MCNAMEE)	175.00			02/29/24
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 3RD DAY REGISTRATION (MCNAMEE)	20.00			02/29/24
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 1ST 2 DAYS REGISTRATION (NEDWICK)	175.00			02/29/24
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 1ST 2 DAYS REGISTRATION (NEDWICK)	20.00			02/29/24
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 3RD DAY REGISTRATION (PARSONS)	175.00			02/29/24
1159		09/24	AP	02/23/24	0399785 STATE LIBRARY OF IOWA POP YS CON 1ST 2 DAYS REGISTRATION (PARSONS)	20.00			02/29/24
ACCOUNT TOTAL						1,325.00	.00	1,325.00	
101-1060-423.85-01 UTILITIES / UTILITIES									
1158		09/24	AP	02/05/24	0399769 CEDAR FALLS UTILITIES LIBRARY UTILITIES	6,088.19			02/29/24
1159		09/24	AP	02/05/24	0399769 CEDAR FALLS UTILITIES LIBRARY UTILITIES CREDIT		77.76		02/29/24
ACCOUNT TOTAL						6,088.19	77.76	6,010.43	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1159		09/24	AP	02/16/24	0399762 ARAMARK LIBRARY MAT SERVICE	23.55			02/29/24
1158		09/24	AP	02/08/24	0399780 OFFICE EXPRESS OFFICE PRODUCT BODILY FLUID CLEAN-UP KIT (X10)	84.90			02/29/24

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1060-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE	continued		
1158		09/24	AP	02/02/24	0399762	ARAMARK	23.55		02/29/24
						LIBRARY MAT SERVICE			
1422		08/24	AP	02/02/24	0007341	PROFESSIONAL SOLUTIONS	21.93		03/04/24
						JANUARY CREDIT CARD FEES			
						ACCOUNT TOTAL	153.93	.00	153.93
101-1060-423.89-20						MISCELLANEOUS SERVICES / ADULT BOOKS			
1158		09/24	AP	01/29/24	0399764	BAKER & TAYLOR BOOKS	11.99		02/29/24
						ADULT BOOKS(MEM STUENKEL)			
						ACCOUNT TOTAL	11.99	.00	11.99
101-1060-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM			
1159		09/24	AP	02/19/24	0399775	GRASSO, TAYLOR	800.00		02/29/24
						FOTL:ADULT-AUTHOR FEE FOR PRESENTATION AND Q&A			
1159		09/24	AP	02/16/24	0399776	GUDENKAUF, HEATHER	150.00		02/29/24
						FOTL:ADULT-AUTHOR TALK & BOOK SIGNING			
1159		09/24	AP	02/13/24	0399771	CHILDS, HANNAH R	100.00		02/29/24
						FOTL:ADULT-HONORARIUM FOR SURFING PROGRAM			
1159		09/24	AP	02/02/24	0399783	PROUTY, JEREMY MICHAEL	50.00		02/29/24
						FOTL:ADULT-HONORARIUM FOR D&D PROGRAM			
						ACCOUNT TOTAL	1,100.00	.00	1,100.00
101-1060-423.89-34						MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.			
1159		09/24	AP	02/22/24	0399761	ABSOLUTE SCIENCE	1,000.00		02/29/24
						BERG 2 RMB SLP '24-FOAM PARTY FEE			
1159		09/24	AP	02/19/24	0399779	NIELSEN, JENNIFER	6,600.00		02/29/24
						BERG 2 RMB CVYR '23-FEE FOR AUTHOR			
1159		09/24	AP	02/14/24	0399777	IOPONICS	121.25		02/29/24
						BERG 2 RMB SLP '24-ANIMAL PRESENTATION			
1159		09/24	AP	12/28/23	0399767	BLACKHAWK HOTEL	423.36		02/29/24
						BERG 2 RMB CVYR '23-HOTEL STAY FOR AUTHOR			
1159		09/24	AP	12/04/23	0399778	KIRK, DANIEL	495.00		02/29/24
						BERG 2 RMB SLP '24-FEE 4 JUGGLING SHOW			
						ACCOUNT TOTAL	8,639.61	.00	8,639.61
101-1061-423.71-11						OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP			
1159		09/24	AP	02/23/24	0399772	COMPUTYPE, INC. - 139154	1,108.95		02/29/24
						TS905 2-LABEL SET			
1159		09/24	AP	02/19/24	0399787	WATSON LABEL PRODUCTS	1,582.72		02/29/24
						LIBRARY BARCODES(X20,000)			
1158		09/24	AP	02/12/24	0399766	BAYSCAN TECHNOLOGIES	3,058.43		02/29/24

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FUND 101 GENERAL FUND									
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP 2X2 RFID TAGS (20,000)						continued			
ACCOUNT TOTAL						5,750.10	.00	5,750.10	
101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS									
1159		09/24 AP		02/12/24	0399786 STOREY KENWORTHY STACKING CHAIRS (X4)	692.20			02/29/24
ACCOUNT TOTAL						692.20	.00	692.20	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
1159		09/24 AP		02/20/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	230.95			02/29/24
1159		09/24 AP		02/19/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	287.03			02/29/24
1158		09/24 AP		02/14/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	162.23			02/29/24
1158		09/24 AP		02/13/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	499.12			02/29/24
1158		09/24 AP		02/13/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	407.53			02/29/24
1158		09/24 AP		02/12/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	317.61			02/29/24
1158		09/24 AP		02/07/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	100.01			02/29/24
1158		09/24 AP		02/06/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	210.85			02/29/24
1158		09/24 AP		02/01/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	208.97			02/29/24
1158		09/24 AP		01/30/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	950.78			02/29/24
1158		09/24 AP		01/29/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	302.59			02/29/24
1158		09/24 AP		01/29/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	10.80			02/29/24
1158		09/24 AP		01/25/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	171.66			02/29/24
1158		09/24 AP		01/23/24	0399764 BAKER & TAYLOR BOOKS ADULT BOOKS	15.96			02/29/24
ACCOUNT TOTAL						3,876.09	.00	3,876.09	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
1159		09/24 AP		02/20/24	0399764 BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	15.95			02/29/24
1159		09/24 AP		02/19/24	0399764 BAKER & TAYLOR BOOKS	78.55			02/29/24

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									POST DT	
FUND 101 GENERAL FUND										
101-1061-423.89-21	MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									continued
1158				09/24 AP 02/14/24	0399764	BAKER & TAYLOR BOOKS	34.15		02/29/24	
1158				09/24 AP 02/13/24	0399764	BAKER & TAYLOR BOOKS	18.80		02/29/24	
1158				09/24 AP 02/12/24	0399764	BAKER & TAYLOR BOOKS	68.16		02/29/24	
1158				09/24 AP 02/07/24	0399764	BAKER & TAYLOR BOOKS	42.17		02/29/24	
1158				09/24 AP 02/06/24	0399764	BAKER & TAYLOR BOOKS	56.96		02/29/24	
1158				09/24 AP 02/01/24	0399764	BAKER & TAYLOR BOOKS	597.50		02/29/24	
1158				09/24 AP 02/01/24	0399764	BAKER & TAYLOR BOOKS	72.51		02/29/24	
1158				09/24 AP 01/30/24	0399764	BAKER & TAYLOR BOOKS	19.79		02/29/24	
1158				09/24 AP 01/29/24	0399764	BAKER & TAYLOR BOOKS	46.50		02/29/24	
1158				09/24 AP 01/25/24	0399764	BAKER & TAYLOR BOOKS	115.48		02/29/24	
ACCOUNT TOTAL							1,166.52	.00	1,166.52	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1159				09/24 AP 02/20/24	0399764	BAKER & TAYLOR BOOKS	515.95		02/29/24	
1159				09/24 AP 02/19/24	0399764	BAKER & TAYLOR BOOKS	1,418.42		02/29/24	
1159				09/24 AP 02/19/24	0399764	BAKER & TAYLOR BOOKS	605.55		02/29/24	
1158				09/24 AP 02/14/24	0399764	BAKER & TAYLOR BOOKS	992.02		02/29/24	
1158				09/24 AP 02/14/24	0399764	BAKER & TAYLOR BOOKS	58.32		02/29/24	
1159				09/24 AP 02/14/24	0399764	BAKER & TAYLOR BOOKS	352.37		02/29/24	
1158				09/24 AP 02/13/24	0399764	BAKER & TAYLOR BOOKS	19.14		02/29/24	
1158				09/24 AP 02/12/24	0399764	BAKER & TAYLOR BOOKS	132.91		02/29/24	
1158				09/24 AP 02/07/24	0399764	BAKER & TAYLOR BOOKS	485.13		02/29/24	
1158				09/24 AP 02/06/24	0399764	BAKER & TAYLOR BOOKS	142.44		02/29/24	
1158				09/24 AP 02/06/24	0399764	BAKER & TAYLOR BOOKS	10.82		02/29/24	
1158				09/24 AP 02/06/24	0399768	BROAD REACH BOOKS	391.34		02/29/24	

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FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued			
1158		09/24 AP		02/01/24	0399764	BAKER & TAYLOR BOOKS	136.74		02/29/24
1158		09/24 AP		01/31/24	0399764	BAKER & TAYLOR BOOKS	1,275.67		02/29/24
1158		09/24 AP		01/30/24	0399764	BAKER & TAYLOR BOOKS	77.25		02/29/24
1158		09/24 AP		01/29/24	0399764	BAKER & TAYLOR BOOKS	332.64		02/29/24
1158		09/24 AP		01/25/24	0399764	BAKER & TAYLOR BOOKS	60.79		02/29/24
ACCOUNT TOTAL							7,007.50	.00	7,007.50
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
1159		09/24 AP		02/20/24	0399764	BAKER & TAYLOR BOOKS	20.40		02/29/24
1159		09/24 AP		02/19/24	0399764	BAKER & TAYLOR BOOKS	135.75		02/29/24
1158		09/24 AP		02/13/24	0399764	BAKER & TAYLOR BOOKS	77.44		02/29/24
1158		09/24 AP		02/01/24	0399770	CENTER POINT LARGE PRINT	49.14		02/29/24
1158		09/24 AP		01/30/24	0399764	BAKER & TAYLOR BOOKS	20.40		02/29/24
1158		09/24 AP		01/29/24	0399764	BAKER & TAYLOR BOOKS	36.60		02/29/24
ACCOUNT TOTAL							339.73	.00	339.73
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
1159		09/24 AP		02/15/24	0399782	PLAYAWAY PRODUCTS	119.98		02/29/24
1158		09/24 AP		02/14/24	0399764	BAKER & TAYLOR BOOKS	58.28		02/29/24
1158		09/24 AP		02/07/24	0399764	BAKER & TAYLOR BOOKS	10.99		02/29/24
1158		09/24 AP		01/30/24	0399782	PLAYAWAY PRODUCTS	361.20		02/29/24
ACCOUNT TOTAL							550.45	.00	550.45
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
1159		09/24 AP		02/14/24	0399765	BAKER & TAYLOR ENTERTAINMENT	125.88		02/29/24
1158		09/24 AP		02/12/24	0399765	BAKER & TAYLOR ENTERTAINMENT	12.59		02/29/24

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FUND 101 GENERAL FUND										
101-1061-423.89-25	MISCELLANEOUS SERVICES / ADULT VIDEO continued									
1158				09/24 AP 02/06/24	0399765	BAKER & TAYLOR ENTERTAINMENT	149.03		02/29/24	
				ADULT VIDEOS						
1158				09/24 AP 02/06/24	0399765	BAKER & TAYLOR ENTERTAINMENT	17.46		02/29/24	
				ADULT VIDEOS						
1158				09/24 AP 02/05/24	0399765	BAKER & TAYLOR ENTERTAINMENT	27.99		02/29/24	
				ADULT VIDEOS						
1158				09/24 AP 01/30/24	0399765	BAKER & TAYLOR ENTERTAINMENT	72.73		02/29/24	
				ADULT VIDEOS						
				ACCOUNT TOTAL				405.68	.00	405.68
101-1061-423.89-26	MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
1159				09/24 AP 02/01/24	0399773	EBSCO INFORMATION SERVICES	1,655.00		02/29/24	
				NOVELIST SELECT 1-YR SUB. 02/01/24-01/31/25						
				ACCOUNT TOTAL				1,655.00	.00	1,655.00
101-1061-423.89-35	MISCELLANEOUS SERVICES / YOUTH AUDIO									
1158				09/24 AP 02/14/24	0399764	BAKER & TAYLOR BOOKS	20.34		02/29/24	
				YOUTH CD BOOKS						
				ACCOUNT TOTAL				20.34	.00	20.34
101-1061-423.89-36	MISCELLANEOUS SERVICES / YOUTH VIDEO									
1158				09/24 AP 01/31/24	0399782	PLAYAWAY PRODUCTS	74.99		02/29/24	
				YOUTH LAUNCHPADS						
				ACCOUNT TOTAL				74.99	.00	74.99
101-1061-423.89-42	MISCELLANEOUS SERVICES / ADULT E-MATERIALS									
1159				09/24 AP 02/20/24	0399781	OVERDRIVE, INC.	218.71		02/29/24	
				ADULT E-BOOKS						
1159				09/24 AP 02/20/24	0399781	OVERDRIVE, INC.	465.28		02/29/24	
				ADULT AUDIO BOOKS						
1159				09/24 AP 02/20/24	0399781	OVERDRIVE, INC.	44.99		02/29/24	
				ADULT AUDIO BOOKS						
1158				09/24 AP 02/13/24	0399781	OVERDRIVE, INC.	228.86		02/29/24	
				ADULT E-BOOKS						
1158				09/24 AP 02/13/24	0399781	OVERDRIVE, INC.	103.11		02/29/24	
				ADULT AUDIO BOOKS						
1158				09/24 AP 02/12/24	0399781	OVERDRIVE, INC.	145.98		02/29/24	
				ADULT E-BOOKS						
1158				09/24 AP 02/12/24	0399781	OVERDRIVE, INC.	119.98		02/29/24	
				ADULT AUDIO BOOKS						

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FUND 101 GENERAL FUND											
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued					
1158		09/24 AP		02/11/24	0399781	OVERDRIVE, INC.	165.48			02/29/24	
		ADULT E-BOOKS									
1158		09/24 AP		02/11/24	0399781	OVERDRIVE, INC.	110.30			02/29/24	
		ADULT AUDIO BOOKS									
1158		09/24 AP		02/09/24	0399781	OVERDRIVE, INC.	161.99			02/29/24	
		ADULT E-BOOKS									
1158		09/24 AP		02/09/24	0399781	OVERDRIVE, INC.	114.99			02/29/24	
		ADULT E-BOOKS									
1158		09/24 AP		02/06/24	0399781	OVERDRIVE, INC.	327.49			02/29/24	
		ADULT E-BOOKS									
1158		09/24 AP		02/06/24	0399781	OVERDRIVE, INC.	339.96			02/29/24	
		ADULT AUDIO BOOKS									
1158		09/24 AP		02/05/24	0399781	OVERDRIVE, INC.	187.86			02/29/24	
		ADULT E-BOOKS									
1158		09/24 AP		02/05/24	0399781	OVERDRIVE, INC.	140.74			02/29/24	
		ADULT AUDIO BOOKS									
1158		09/24 AP		02/05/24	0399781	OVERDRIVE, INC.	55.00			02/29/24	
		ADULT E-BOOKS									
1158		09/24 AP		01/31/24	0399781	OVERDRIVE, INC.	155.86			02/29/24	
		ADULT E-BOOKS									
1158		09/24 AP		01/30/24	0399781	OVERDRIVE, INC.	246.24			02/29/24	
		ADULT E-BOOKS									
1158		09/24 AP		01/30/24	0399781	OVERDRIVE, INC.	187.42			02/29/24	
		ADULT AUDIO BOOKS									
1158		09/24 AP		01/29/24	0399781	OVERDRIVE, INC.	170.00			02/29/24	
		ADULT E-BOOKS									
		ACCOUNT TOTAL						3,690.24	.00		3,690.24
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS											
1158		09/24 AP		01/30/24	0399781	OVERDRIVE, INC.	277.50			02/29/24	
		YOUNG ADULT E-BOOKS									
1158		09/24 AP		01/30/24	0399781	OVERDRIVE, INC.	893.69			02/29/24	
		YOUNG ADULT AUDIO BOOKS									
		ACCOUNT TOTAL						1,171.19	.00		1,171.19
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS											
1159		09/24 AP		02/19/24	0399781	OVERDRIVE, INC.	258.05			02/29/24	
		YOUTH E-BOOKS									
1159		09/24 AP		02/19/24	0399781	OVERDRIVE, INC.	438.85			02/29/24	
		YOUTH AUDIO BOOKS									
1158		09/24 AP		01/31/24	0399781	OVERDRIVE, INC.	69.98			02/29/24	
		YOUTH E-BOOKS									
		ACCOUNT TOTAL						766.88	.00		766.88

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									POST DT	
FUND 101 GENERAL FUND										
101-1118-441.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1422		08/24 AP		02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	270.72			03/04/24
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	270.72	.00		270.72
101-1118-441.72-99						OPERATING SUPPLIES / POSTAGE				
1452		08/24 AP		02/26/24	0399737	CMRS-POC	5.76			02/29/24
						POC#8031880-REPL.POSTAGE				01/26/24-02/26/24
						ACCOUNT TOTAL	5.76	.00		5.76
101-1158-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1452		08/24 AP		02/26/24	0399737	CMRS-POC	.64			02/29/24
						POC#8031880-REPL.POSTAGE				01/26/24-02/26/24
						ACCOUNT TOTAL	.64	.00		.64
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY				
1422		08/24 AP		02/02/24	0007332	PROFESSIONAL SOLUTIONS	27.03			03/04/24
						JANUARY CREDIT CARD FEES				
						ACCOUNT TOTAL	27.03	.00		27.03
101-1199-441.89-14						MISCELLANEOUS SERVICES / REFUNDS				
1452		08/24 AP		02/27/24	0399746	RAMON PELLIZZARO	85.00			02/29/24
						REFUND-MECHANICAL PERMIT				#24-0563;OVERPAYMENT
						ACCOUNT TOTAL	85.00	.00		85.00
101-2205-432.72-99						OPERATING SUPPLIES / POSTAGE				
1452		08/24 AP		02/26/24	0399737	CMRS-POC	2.56			02/29/24
						POC#8031880-REPL.POSTAGE				01/26/24-02/26/24
						ACCOUNT TOTAL	2.56	.00		2.56
101-2205-432.88-17						OUTSIDE AGENCIES / CEDAR FALLS BAND				
1535		09/24 AP		03/11/24	0399796	CEDAR FALLS MUNICIPAL BAND	845.05			03/12/24
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	845.05	.00		845.05
101-2235-412.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				

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FUND 101 GENERAL FUND									
101-2235-412.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			continued
1422		08/24	AP	02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	144.98		03/04/24
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	144.98	.00	144.98
101-2235-412.71-07						OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES			
1452		08/24	AP	02/26/24	0399737	CMRS-POC	85.28		02/29/24
						POC#8031880-REPL.POSTAGE			01/26/24-02/26/24
						ACCOUNT TOTAL	85.28	.00	85.28
101-2235-412.72-99						OPERATING SUPPLIES / POSTAGE			
1452		08/24	AP	02/26/24	0399737	CMRS-POC	82.06		02/29/24
						POC#8031880-REPL.POSTAGE			01/26/24-02/26/24
						ACCOUNT TOTAL	82.06	.00	82.06
101-2235-412.82-01						COMMUNICATION / TELEPHONE			
1474		09/24	AP	02/21/24	0399754	T-MOBILE	21.37		03/04/24
						WIRELESS SRV:1/21-2/20/24			
						ACCOUNT TOTAL	21.37	.00	21.37
101-2235-412.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES			
1422		08/24	AP	02/02/24	0007336	PROFESSIONAL SOLUTIONS	602.00		03/04/24
						JANUARY CREDIT CARD FEES			
1422		08/24	AP	02/02/24	0007337	PROFESSIONAL SOLUTIONS	306.33		03/04/24
						JANUARY CREDIT CARD FEES			
						ACCOUNT TOTAL	908.33	.00	908.33
101-2245-442.72-99						OPERATING SUPPLIES / POSTAGE			
1452		08/24	AP	02/26/24	0399737	CMRS-POC	.64		02/29/24
						POC#8031880-REPL.POSTAGE			01/26/24-02/26/24
						ACCOUNT TOTAL	.64	.00	.64
101-2253-423.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1422		08/24	AP	02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	22.14		03/04/24
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	22.14	.00	22.14

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GROUP	PO	ACCTG	---TRANSACTION---		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1452		08/24	AP	02/26/24	0399737 CMRS-POC	65.52		02/29/24
					POC#8031880-REPL.POSTAGE 01/26/24-02/26/24			
ACCOUNT TOTAL						65.52	.00	65.52
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS								
1535		09/24	AP	03/08/24	0399801 STEPHANIE CHAMBERLIN	1,190.00		03/12/24
					REFUND-CAMP CEDAR FALLS UNABLE TO ATTEND			
1474		09/24	AP	02/28/24	0399752 BRIE ABBAS	64.20		03/04/24
					REFUND-RENTAL FEE CANCELLATION-40%			
1452		08/24	AP	02/27/24	0399743 MISSY BOEKE	26.00		02/29/24
					REFUND-SWIM LESSONS REGISTERED-WRONG DATES			
1452		08/24	AP	02/27/24	0399744 MISSY BOEKE	26.00		02/29/24
					REFUND-SWIM LESSONS REGISTERED-WRONG DATES			
ACCOUNT TOTAL						1,306.20	.00	1,306.20
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES								
1422		08/24	AP	02/02/24	0007339 PROFESSIONAL SOLUTIONS	7.95		03/04/24
					JANUARY CREDIT CARD FEES			
1422		08/24	AP	02/02/24	0007340 PROFESSIONAL SOLUTIONS	7.95		03/04/24
					JANUARY CREDIT CARD FEES			
1422		08/24	AP	02/02/24	0007342 PROFESSIONAL SOLUTIONS	1,467.12		03/04/24
					JANUARY CREDIT CARD FEES			
1422		08/24	AP	02/02/24	0007333 PROFESSIONAL SOLUTIONS	3,786.71		03/04/24
					JANUARY CREDIT CARD FEES			
ACCOUNT TOTAL						5,269.73	.00	5,269.73
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE								
1452		08/24	AP	02/26/24	0399737 CMRS-POC	36.59		02/29/24
					POC#8031880-REPL.POSTAGE 01/26/24-02/26/24			
ACCOUNT TOTAL						36.59	.00	36.59
101-2280-423.89-01 MISCELLANEOUS SERVICES / MISCELLANEOUS								
1495		09/24	AP	03/05/24	0399758 FRIENDS OF THE HEARST	110.00		03/06/24
					FEBRUARY MEMBERSHIPS			
ACCOUNT TOTAL						110.00	.00	110.00
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES								
1422		08/24	AP	02/02/24	0007334 PROFESSIONAL SOLUTIONS	40.52		03/04/24
					JANUARY CREDIT CARD FEES			

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									POST DT
FUND 101 GENERAL FUND									
101-2280-423.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES	continued		
1422		08/24 AP		02/02/24	0007333	PROFESSIONAL SOLUTIONS	66.43		03/04/24
						JANUARY CREDIT CARD FEES			
						ACCOUNT TOTAL	106.95	.00	106.95
101-4511-414.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1422		08/24 AP		02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	155.73		03/04/24
						HEALTH INS. REIMBURSEMENT			
1422		08/24 AP		02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	1,098.13		03/04/24
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	1,253.86	.00	1,253.86
101-4511-414.72-99						OPERATING SUPPLIES / POSTAGE			
1452		08/24 AP		02/26/24	0399737	CMRS-POC	228.75		02/29/24
						POC#8031880-REPL.POSTAGE			
						01/26/24-02/26/24			
						ACCOUNT TOTAL	228.75	.00	228.75
101-4511-414.85-01						UTILITIES / UTILITIES			
1525		09/24 AP		02/20/24	0399788	CEDAR FALLS UTILITIES	3,003.70		03/08/24
						UTILITIES THRU 02/20/24			
						ACCOUNT TOTAL	3,003.70	.00	3,003.70
101-5521-415.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1422		08/24 AP		02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	247.09		03/04/24
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	247.09	.00	247.09
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1525		09/24 AP		02/20/24	0399788	CEDAR FALLS UTILITIES	77.62		03/08/24
						UTILITIES THRU 02/20/24			
						ACCOUNT TOTAL	77.62	.00	77.62
101-5521-415.72-99						OPERATING SUPPLIES / POSTAGE			
1452		08/24 AP		02/26/24	0399737	CMRS-POC	69.07		02/29/24
						POC#8031880-REPL.POSTAGE			
						01/26/24-02/26/24			
						ACCOUNT TOTAL	69.07	.00	69.07

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								POST DT
FUND 101 GENERAL FUND								
101-5521-415.83-05					TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
1525		09/24 AP		02/27/24	0399790 HERNANDEZ, KEVIN	145.48		03/08/24
					RMB:TRAVEL-RED DOT TRNG. ST. CLOUD, MN			
					ACCOUNT TOTAL	145.48	.00	145.48
101-5521-415.85-01					UTILITIES / UTILITIES			
1525		09/24 AP		02/20/24	0399788 CEDAR FALLS UTILITIES	2,530.82		03/08/24
					UTILITIES THRU 02/20/24			
					ACCOUNT TOTAL	2,530.82	.00	2,530.82
101-5521-415.86-05					REPAIR & MAINTENANCE / EQUIPMENT REPAIRS			
1525		09/24 AP		02/20/24	0399788 CEDAR FALLS UTILITIES	53.28		03/08/24
					UTILITIES THRU 02/20/24			
					ACCOUNT TOTAL	53.28	.00	53.28
101-5521-415.89-15					MISCELLANEOUS SERVICES / CREDIT CARD CHARGES			
1422		08/24 AP		02/02/24	0007331 PROFESSIONAL SOLUTIONS	37.72		03/04/24
					JANUARY CREDIT CARD FEES			
					ACCOUNT TOTAL	37.72	.00	37.72
101-5521-415.89-40					MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			
1535		09/24 AP		03/02/24	0399800 SMITH JR, TIMOTHY B	36.38		03/12/24
					RMB:UNIFORM ALLOWANCE TARGET			
1525		09/24 AP		03/01/24	0399789 DOUGAN JR, SCOTT	11.75		03/08/24
					RMB:UNIFORM ALLOWANCE WAL-MART			
1525		09/24 AP		03/01/24	0399792 PUTNEY, TYLER	20.32		03/08/24
					RMB:UNIFORM ALLOWANCE FLEET FARM			
1525		09/24 AP		02/22/24	0399791 LENOX, TYLER	105.35		03/08/24
					RMB:UNIFORM ALLOWANCE VIKTOS.COM			
1452		08/24 AP		02/18/24	0399739 GERZEMA, JONATHAN	36.80		02/29/24
					RMB:UNIFORM ALLOWANCE AMAZON.COM			
1452		08/24 AP		02/14/24	0399750 ZIKUDA, HANNA	128.40		02/29/24
					RMB:UNIFORM ALLOWANCE 5.11TACTICAL.COM			
					ACCOUNT TOTAL	339.00	.00	339.00
101-6613-433.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			
1452		08/24 AP		02/26/24	0399737 CMRS-POC	.88		02/29/24
					POC#8031880-REPL.POSTAGE 01/26/24-02/26/24			
					ACCOUNT TOTAL	.88	.00	.88

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

FUND 101 GENERAL FUND									
101-6613-433.81-03						PROFESSIONAL SERVICES / RECORDING FEES			
1422		08/24 AP		02/20/24	0007320	IOWA INSURANCE DIVISION	221.00		03/04/24
						AN.FEE-GREENWOOD CEMETERY			
1422		08/24 AP		02/20/24	0007319	IOWA INSURANCE DIVISION	71.00		03/04/24
						AN.FEE-HILLSIDE CEMETERY			
1422		08/24 AP		02/20/24	0007321	IOWA INSURANCE DIVISION	311.00		03/04/24
						AN.FEE-FAIRVIEW CEMETERY			
						ACCOUNT TOTAL	603.00	.00	603.00
101-6613-433.85-01						UTILITIES / UTILITIES			
1525		09/24 AP		02/20/24	0399788	CEDAR FALLS UTILITIES	527.23		03/08/24
						UTILITIES THRU 02/20/24			
						ACCOUNT TOTAL	527.23	.00	527.23
101-6616-446.85-01						UTILITIES / UTILITIES			
1525		09/24 AP		02/20/24	0399788	CEDAR FALLS UTILITIES	840.44		03/08/24
						UTILITIES THRU 02/20/24			
						ACCOUNT TOTAL	840.44	.00	840.44
101-6623-423.85-01						UTILITIES / UTILITIES			
1525		09/24 AP		02/20/24	0399788	CEDAR FALLS UTILITIES	341.70		03/08/24
						UTILITIES THRU 02/20/24			
						ACCOUNT TOTAL	341.70	.00	341.70
101-6625-432.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1422		08/24 AP		02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	380.28		03/04/24
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	380.28	.00	380.28
101-6625-432.72-99						OPERATING SUPPLIES / POSTAGE			
1452		08/24 AP		02/26/24	0399737	CMRS-POC	458.89		02/29/24
						POC#8031880-REPL.POSTAGE			01/26/24-02/26/24
						ACCOUNT TOTAL	458.89	.00	458.89
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE			
1535		09/24 AP		03/01/24	0399797	CENTURYLINK	63.68		03/12/24
						CEDAR RIVER GAUGE-FEB'24			
1452		08/24 AP		02/22/24	0399742	MIDAMERICAN ENERGY	10.42		02/29/24

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE				continued
						FINCHFORD RIVER GAUGE				01/23/24-02/22/24
						ACCOUNT TOTAL	74.10	.00	74.10	
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1452		08/24 AP		02/26/24	0399737	CMRS-POC	118.32			02/29/24
						POC#8031880-REPL.POSTAGE				01/26/24-02/26/24
						ACCOUNT TOTAL	118.32	.00	118.32	
101-6633-423.85-01						UTILITIES / UTILITIES				
1525		09/24 AP		02/20/24	0399788	CEDAR FALLS UTILITIES	922.72			03/08/24
						UTILITIES THRU 02/20/24				
						ACCOUNT TOTAL	922.72	.00	922.72	
						FUND TOTAL	77,064.29	83.97	76,980.32	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05						TRANSFERS OUT / TRANSFERS - TIF				
1535		09/24 AP		03/11/24	0399798	DEBT SERVICE	71,982.47			03/12/24
						PROPERTY TAX PAYMENT				
1535		09/24 AP		03/11/24	0399795	CAPITAL PROJECTS FUND	16,549.29			03/12/24
						PROPERTY TAX PAYMENT				
1535		09/24 AP		03/11/24	0399795	CAPITAL PROJECTS FUND	2,577.45			03/12/24
						PROPERTY TAX PAYMENT				
1535		09/24 AP		03/11/24	0399795	CAPITAL PROJECTS FUND	7,810.00			03/12/24
						PROPERTY TAX PAYMENT				
1535		09/24 AP		03/11/24	0399795	CAPITAL PROJECTS FUND	70,345.17			03/12/24
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	169,264.38	.00	169,264.38	
						FUND TOTAL	169,264.38	.00	169,264.38	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1422		08/24 AP		02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	14.80			03/04/24
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	14.80	.00	14.80	

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-99						OPERATING SUPPLIES / POSTAGE				
1452		08/24 AP		02/26/24	0399737	CMRS-POC	5.12			02/29/24
						POC#8031880-REPL.POSTAGE				
						01/26/24-02/26/24				
						ACCOUNT TOTAL	5.12	.00	5.12	
206-6637-436.85-01 UTILITIES / UTILITIES										
1525		09/24 AP		02/20/24	0399788	CEDAR FALLS UTILITIES	3,392.08			03/08/24
						UTILITIES THRU 02/20/24				
						ACCOUNT TOTAL	3,392.08	.00	3,392.08	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1452		08/24 AP		02/26/24	0399737	CMRS-POC	2.56			02/29/24
						POC#8031880-REPL.POSTAGE				
						01/26/24-02/26/24				
						ACCOUNT TOTAL	2.56	.00	2.56	
206-6647-436.85-01 UTILITIES / UTILITIES										
1525		09/24 AP		02/20/24	0399788	CEDAR FALLS UTILITIES	2,707.08			03/08/24
						UTILITIES THRU 02/20/24				
						ACCOUNT TOTAL	2,707.08	.00	2,707.08	
						FUND TOTAL	6,121.64	.00	6,121.64	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.72-99						OPERATING SUPPLIES / POSTAGE				
1452		08/24 AP		02/26/24	0040060	CMRS-POC	131.13			02/29/24
						POC#8031880-REPL.POSTAGE				
						01/26/24-02/26/24				
						ACCOUNT TOTAL	131.13	.00	131.13	
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
1453		09/24 AP		03/01/24	0040064	BAUCH, JAMES C	322.00			02/29/24
						HAP_Lewis H 032024				
1453		09/24 AP		03/01/24	0040113	RINNELS, DOUGLAS G.	850.00			02/29/24
						HAP_Hoffman K 032024				
1453		09/24 AP		03/01/24	0040071	CHESTNUT, SHAWN	522.00			02/29/24
						HAP_Chestnut N 032024				
1453		09/24 AP		03/01/24	0040079	EXCEPTIONAL PERSONS, INC.	290.00			02/29/24
						HAP_Poldberg J 032024				

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1453		09/24	AP	03/01/24	0040079	EXCEPTIONAL PERSONS, INC.	354.00			02/29/24
		HAP Nissen A 032024								
1453		09/24	AP	03/01/24	0040079	EXCEPTIONAL PERSONS, INC.	396.00			02/29/24
		HAP Myers J 032024								
1453		09/24	AP	03/01/24	0040079	EXCEPTIONAL PERSONS, INC.	405.00			02/29/24
		HAP Moore M 032024								
1453		09/24	AP	03/01/24	0040079	EXCEPTIONAL PERSONS, INC.	386.00			02/29/24
		HAP Anderson B 032024								
1453		09/24	AP	03/01/24	0040079	EXCEPTIONAL PERSONS, INC.	400.00			02/29/24
		HAP Blake M 032024								
1453		09/24	AP	03/01/24	0040079	EXCEPTIONAL PERSONS, INC.	69.00			02/29/24
		HAP Houdek C 032024								
1453		09/24	AP	03/01/24	0040079	EXCEPTIONAL PERSONS, INC.	53.00			02/29/24
		HAP Epperson M 032024								
1453		09/24	AP	03/01/24	0040085	GOLD FALLS VILLA	441.00			02/29/24
		HAP Shuman J 032024								
1453		09/24	AP	03/01/24	0040083	GEELAN, JOSEPH N.	361.00			02/29/24
		HAP Juhl A 032024								
1453		09/24	AP	03/01/24	0040087	GRAY, LEROY L. OR CAROLYN K.	800.00			02/29/24
		HAP Mullins J 032024								
1453		09/24	AP	03/01/24	0040062	BARTELT PROPERTIES L.C.	473.00			02/29/24
		HAP Woodward C 032024								
1453		09/24	AP	03/01/24	0040062	BARTELT PROPERTIES L.C.	1,050.00			02/29/24
		HAP Avino G 032024								
1453		09/24	AP	03/01/24	0040062	BARTELT PROPERTIES L.C.	541.00			02/29/24
		HAP Luck L 032024								
1453		09/24	AP	03/01/24	0040122	VALDIVIA, OSCAR J.	1,049.00			02/29/24
		HAP Davis C 032024								
1453		09/24	AP	03/01/24	0040126	WILKEN PROPERTIES, LLC	860.00			02/29/24
		HAP Barfels K 032024								
1453		09/24	AP	03/01/24	0040126	WILKEN PROPERTIES, LLC	405.00			02/29/24
		HAP Andersen L 032024								
1453		09/24	AP	03/01/24	0040126	WILKEN PROPERTIES, LLC	145.00			02/29/24
		HAP Godbey J 032024								
1453		09/24	AP	03/01/24	0040111	PURDY PROPERTIES, LLC	932.00			02/29/24
		HAP Cummings A 032024								
1453		09/24	AP	03/01/24	0040065	BETH N BROS LLC	838.00			02/29/24
		HAP Beaman D 032024								
1453		09/24	AP	03/01/24	0040075	D & J PROPERTIES	550.00			02/29/24
		HAP Grant F 032024								
1453		09/24	AP	03/01/24	0040075	D & J PROPERTIES	705.00			02/29/24
		HAP Sumerall T 032024								
1453		09/24	AP	03/01/24	0040075	D & J PROPERTIES	325.00			02/29/24
		HAP Rogers S 032024								
1453		09/24	AP	03/01/24	0040075	D & J PROPERTIES	775.00			02/29/24
		HAP Mitchell L 032024								
1453		09/24	AP	03/01/24	0040075	D & J PROPERTIES	775.00			02/29/24
		HAP Keys A 032024								
1453		09/24	AP	03/01/24	0040075	D & J PROPERTIES	554.00			02/29/24

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1453				09/24	AP 03/01/24 0040116	HAP_Terry M 032024 STANDARD FAMILY ASSIST.LIVING	242.00			02/29/24
1453				09/24	AP 03/01/24 0040068	HAP_Refshauge T 032024 CEDAR APARTMENTS LLC	110.00			02/29/24
1453				09/24	AP 03/01/24 0040068	HAP_Becerra C 032024 CEDAR APARTMENTS LLC	293.00			02/29/24
1453				09/24	AP 03/01/24 0040081	HAP_Groskurth D 032024 FIRM FOUNDATION REAL ESTATE L	475.00			02/29/24
1453				09/24	AP 03/01/24 0040118	HAP_Brown D 032024 SWEETING, LARRY	602.00			02/29/24
1453				09/24	AP 03/01/24 0040073	HAP_Schumacher D 032024 CITY OF CARLSBAD	3,212.00			02/29/24
1453				09/24	AP 03/01/24 0040092	HAP_Levry S 032024 HUNNY HOMES, LLC	800.00			02/29/24
1453				09/24	AP 03/01/24 0040092	HAP_Prior D 032024 HUNNY HOMES, LLC	722.00			02/29/24
1453				09/24	AP 03/01/24 0040092	HAP_Lange S 032024 HUNNY HOMES, LLC	716.00			02/29/24
1453				09/24	AP 03/01/24 0040093	HAP_Meyer N 032024 IACE LINCOLN MHP LLC	358.00			02/29/24
1453				09/24	AP 03/01/24 0040093	HAP_Cochran S 032024 IACE LINCOLN MHP LLC	498.00			02/29/24
1453				09/24	AP 03/01/24 0040093	HAP_wilder S 032024 IACE LINCOLN MHP LLC	373.00			02/29/24
1453				09/24	AP 03/01/24 0040093	HAP_Jones T 032024 IACE LINCOLN MHP LLC	625.00			02/29/24
1453				09/24	AP 03/01/24 0040125	HAP_Rule S 032024 WASSERFORT, JOAN K.	571.00			02/29/24
1453				09/24	AP 03/01/24 0040061	HAP_Vasquez A 032024 BARKER, CARMEN	800.00			02/29/24
1453				09/24	AP 03/01/24 0040108	HAP_Nimmo J 032024 PARK @ NINE23 MANOR	49.00			02/29/24
1453				09/24	AP 03/01/24 0040108	HAP_Powell A 032024 PARK @ NINE23 MANOR	546.00			02/29/24
1453				09/24	AP 03/01/24 0040108	HAP_Johnson B 032024 PARK @ NINE23 MANOR	574.00			02/29/24
1453				09/24	AP 03/01/24 0040108	HAP_Belz D 032024 PARK @ NINE23 MANOR	447.00			02/29/24
1453				09/24	AP 03/01/24 0040108	HAP_Gray P 032024 PARK @ NINE23 MANOR	538.00			02/29/24
1453				09/24	AP 03/01/24 0040108	HAP_Sturgeon C 032024 PARK @ NINE23 MANOR	609.00			02/29/24
1453				09/24	AP 03/01/24 0040108	HAP_Mahler D 032024 PARK @ NINE23 MANOR	522.00			02/29/24
1453				09/24	AP 03/01/24 0040108	HAP_Cruz Reyes M 032024 PARK @ NINE23 MANOR	542.00			02/29/24
1453				09/24	AP 03/01/24 0040108	HAP_Siebel M 032024 PARK @ NINE23 MANOR	370.00			02/29/24
						HAP_Cannon K 032024				

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	293.00		02/29/24	
		HAP Bruns K 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	311.00		02/29/24	
		HAP Duwa C 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	490.00		02/29/24	
		HAP Kelly K 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	481.00		02/29/24	
		HAP Brown G 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	439.00		02/29/24	
		HAP Overkamp D 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	253.00		02/29/24	
		HAP Delos-Reyes M 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	540.00		02/29/24	
		HAP Miller M 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	464.00		02/29/24	
		HAP Deck J 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	160.00		02/29/24	
		HAP Welshans D 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	410.00		02/29/24	
		HAP Newell R 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	540.00		02/29/24	
		HAP Lang M 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	546.00		02/29/24	
		HAP Backhaus N 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	668.00		02/29/24	
		HAP Beebe B 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	540.00		02/29/24	
		HAP Kressley F 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	440.00		02/29/24	
		HAP Graas A 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	219.00		02/29/24	
		HAP Delamore Jr D 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	271.00		02/29/24	
		HAP Wagner K 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	496.00		02/29/24	
		HAP Fain S 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	514.00		02/29/24	
		HAP Schossow I 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	478.00		02/29/24	
		HAP Newson C 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	790.00		02/29/24	
		HAP Werner R 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	546.00		02/29/24	
		HAP Beck J 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	674.00		02/29/24	
		HAP Ali V 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	451.00		02/29/24	
		HAP Sheppard L 032024								
1453		09/24 AP		03/01/24	0040108	PARK @ NINE23 MANOR	546.00		02/29/24	

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
					HAP_Quackenbush K 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	244.00		02/29/24
					HAP_Fremont G 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	524.00		02/29/24
					HAP_Sandahl R 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	432.00		02/29/24
					HAP_Hanson G 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	434.00		02/29/24
					HAP_Miller E 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	447.00		02/29/24
					HAP_Hansen T 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	199.00		02/29/24
					HAP_Meier R 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	548.00		02/29/24
					HAP_Price R 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	441.00		02/29/24
					HAP_Barber D 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	540.00		02/29/24
					HAP_Richards S 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	363.00		02/29/24
					HAP_Kampman B 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	467.00		02/29/24
					HAP_Regenold S 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	540.00		02/29/24
					HAP_Kenealy E 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	546.00		02/29/24
					HAP_Schultz B 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	453.00		02/29/24
					HAP_Berger M 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	426.00		02/29/24
					HAP_Williamson P 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	489.00		02/29/24
					HAP_Baker A 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	276.00		02/29/24
					HAP_O'day J 032024				
1453				09/24	AP 03/01/24 0040108	PARK @ NINE23 MANOR	713.00		02/29/24
					HAP_Ross K 032024				
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	455.00		02/29/24
					HAP_Stegen R 032024				
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	220.00		02/29/24
					HAP_Stock M 032024				
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	487.00		02/29/24
					HAP_Greene L 032024				
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	544.00		02/29/24
					HAP_Howe J 032024				
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	445.00		02/29/24
					HAP_Hayden J 032024				
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	31.00		02/29/24
					HAP_Lenz J 032024				

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FUND 217 SECTION 8 HOUSING FUND										
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1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	385.00			02/29/24
					HAP_Shelton S 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	133.00			02/29/24
					HAP_Brown J 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	191.00			02/29/24
					HAP_Garvis C 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	407.00			02/29/24
					HAP_Lewis C 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	290.00			02/29/24
					HAP_Wright S 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	431.00			02/29/24
					HAP_Wright S 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	336.00			02/29/24
					HAP_Birk J 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	336.00			02/29/24
					HAP_Ford M 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	346.00			02/29/24
					HAP_Mackie N 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	160.00			02/29/24
					HAP_Voy M 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	120.00			02/29/24
					HAP_Friedrich D 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	458.00			02/29/24
					HAP_Lebahn B 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	477.00			02/29/24
					HAP_Strickland L 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	233.00			02/29/24
					HAP_Matthias L 032024					
1453				09/24	AP 03/01/24 0040121	THUNDER RIDGE SR.APARTMENTS L	526.00			02/29/24
					HAP_Lippert R 032024					
1453				09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	201.00			02/29/24
					HAP_Vaughn S 032024					
1453				09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	494.00			02/29/24
					HAP_Nelson B 032024					
1453				09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	251.00			02/29/24
					HAP_Ford D 032024					
1453				09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	417.00			02/29/24
					HAP_Swartley J 032024					
1453				09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	533.00			02/29/24
					HAP_Ducharme T 032024					
1453				09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	462.00			02/29/24
					HAP_Moore D 032024					
1453				09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	156.00			02/29/24
					HAP_Porter J 032024					
1453				09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	328.00			02/29/24
					HAP_Dixon S 032024					
1453				09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	405.00			02/29/24
					HAP_Clark T 032024					
1453				09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	544.00			02/29/24

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
1453		HAP Prior L 032024		09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	243.00			02/29/24
1453		HAP Bradley J 032024		09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	426.00			02/29/24
1453		HAP Gordon Jr. T 032024		09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	531.00			02/29/24
1453		HAP Henderson D 032024		09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	312.00			02/29/24
1453		HAP Havlik C 032024		09/24	AP 03/01/24 0040123	VILLAGE I AT NINE23 APARTMENT	531.00			02/29/24
1453		HAP Temple S 032024		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	123.00			02/29/24
1453		Barnes 7598128389		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	75.00			02/29/24
1453		Clinton 4729040291		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	119.00			02/29/24
1453		Prior 5694286669		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	231.00			02/29/24
1453		Santiago-Lebron 873557879		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	186.00			02/29/24
1453		Hoffman 1928441540		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	99.00			02/29/24
1453		Young 1995063175		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	104.00			02/29/24
1453		Mitchell 0876307197		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	64.00			02/29/24
1453		Keys 7930305447		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	81.00			02/29/24
1453		BALM 4535924167		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	50.00			02/29/24
1453		Jurries 7681775462		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	71.00			02/29/24
1453		Davis 1373345676		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	50.00			02/29/24
1453		Jordan 2080742555		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	73.00			02/29/24
1453		Mullins 9837918987		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	94.00			02/29/24
1453		Rule 9816666531		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	85.00			02/29/24
1453		O'dell 6706830799		09/24	AP 03/01/24 0040069	CEDAR FALLS UTILITIES-SEC.8	171.00			02/29/24
1453		Nimmo 2553475826		09/24	AP 03/01/24 0040101	MALBEC PROPERTIES, LLC	411.00			02/29/24
1453		HAP Smith T 032024		09/24	AP 03/01/24 0040101	MALBEC PROPERTIES, LLC	544.00			02/29/24
1453		HAP Tomlyanovich C 032024		09/24	AP 03/01/24 0040101	MALBEC PROPERTIES, LLC	567.00			02/29/24
1453		HAP Hepker D 032024								

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	572.00		02/29/24
				HAP Williams L 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	398.00		02/29/24
				HAP Lam C 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	658.00		02/29/24
				HAP Ricks F 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	158.00		02/29/24
				HAP Hall T 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	543.00		02/29/24
				HAP Hoffert J 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	215.00		02/29/24
				HAP Davis K 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	582.00		02/29/24
				HAP Benson J 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	512.00		02/29/24
				HAP Dyer A 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	167.00		02/29/24
				HAP Pellitteri A 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	541.00		02/29/24
				HAP Hunt M 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	591.00		02/29/24
				HAP Ackerson B 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	109.00		02/29/24
				HAP Sherwood S 032024					
1453		09/24	AP	03/01/24	0040072	CHRISTOPHERSON RENTALS	504.00		02/29/24
				HAP Tovar S 032024					
1453		09/24	AP	03/01/24	0040110	PETERSEN, RANDEL	1,208.00		02/29/24
				HAP Brown S 032024					
1453		09/24	AP	03/01/24	0040078	EPM IOWA	633.00		02/29/24
				HAP Thompson T 032024					
1453		09/24	AP	03/01/24	0040076	DC MANAGEMENT, LLC	650.00		02/29/24
				HAP Strickland S 032024					
1453		09/24	AP	03/01/24	0040099	KROEMER, KRAIG	750.00		02/29/24
				HAP Chapman J 032024					
1453		09/24	AP	03/01/24	0040100	LEGACY RESIDENTIAL	975.00		02/29/24
				HAP Jordan L 032024					
1453		09/24	AP	03/01/24	0040100	LEGACY RESIDENTIAL	374.00		02/29/24
				HAP Ross Z 032024					
1453		09/24	AP	03/01/24	0040106	OWL INVESTMENTS, LLC	544.00		02/29/24
				HAP Schroeder S 032024					
1453		09/24	AP	03/01/24	0040074	CRESCENT CONDOMINIUMS, LLC	465.00		02/29/24
				HAP Lohr K 032024					
1453		09/24	AP	03/01/24	0040089	HARRINGTON'S RENTAL LLC	746.00		02/29/24
				HAP Larronda E 032024					
1453		09/24	AP	03/01/24	0040080	FERNHOLZ, KARI L.	1,140.00		02/29/24
				HAP Carlton D 032024					
1453		09/24	AP	03/01/24	0040114	ROGERS, DERICK	811.00		02/29/24
				HAP Sherwood J 032024					
1453		09/24	AP	03/01/24	0040114	ROGERS, DERICK	1,373.00		02/29/24

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1453				09/24	HAP_Santiago-Lebro 032024 AP 03/01/24 0040097	KAI, BRENT	284.00			02/29/24
1453				09/24	HAP_Hamilton T 032024 AP 03/01/24 0040104	MORRIS, RICHARD R.	1,200.00			02/29/24
1453				09/24	HAP_Young C 032024 AP 03/01/24 0040115	STAND FIRM PROPERTIES LLC	378.00			02/29/24
1453				09/24	HAP_Rousseau G 032024 AP 03/01/24 0040115	STAND FIRM PROPERTIES LLC	484.00			02/29/24
1453				09/24	HAP_Hodge G 032024 AP 03/01/24 0040128	WYMORE, LARRY R.	171.00			02/29/24
1453				09/24	HAP_Steinkamp K 032024 AP 03/01/24 0040128	WYMORE, LARRY R.	237.00			02/29/24
1453				09/24	HAP_MOFFETT J 032024 AP 03/01/24 0040095	JDR PROPERTIES, INC.	215.00			02/29/24
1453				09/24	HAP_Diaz J 032024 AP 03/01/24 0040096	JLL EXTENDED STAY INN	222.00			02/29/24
1453				09/24	HAP_Zanders D 032024 AP 03/01/24 0040096	JLL EXTENDED STAY INN	400.00			02/29/24
1453				09/24	HAP_Pfeiffer M 032024 AP 03/01/24 0040096	JLL EXTENDED STAY INN	462.00			02/29/24
1453				09/24	HAP_Wester L 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	352.00			02/29/24
1453				09/24	HAP_Dzapo S 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	466.00			02/29/24
1453				09/24	HAP_Haug K 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	417.00			02/29/24
1453				09/24	HAP_Loffredo C 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	343.00			02/29/24
1453				09/24	HAP_Wilson J 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	411.00			02/29/24
1453				09/24	HAP_Billman D 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	415.00			02/29/24
1453				09/24	HAP_Cruise B 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	483.00			02/29/24
1453				09/24	HAP_Garrigus S 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	25.00			02/29/24
1453				09/24	HAP_Hoodjer S 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	411.00			02/29/24
1453				09/24	HAP_Lam K 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	414.00			02/29/24
1453				09/24	HAP_Humphrey E 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	600.00			02/29/24
1453				09/24	HAP_BALM D 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	145.00			02/29/24
1453				09/24	HAP_Rogers J 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	434.00			02/29/24
1453				09/24	HAP_Harmon A 032024 AP 03/01/24 0040124	VILLAGE II AT NINE23 APARTMEN	551.00			02/29/24
					HAP_Wheeler S 032024					

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1453		09/24	AP	03/01/24	0040124	VILLAGE II AT NINE23 APARTMEN	714.00		02/29/24	
		HAP Coleman P 032024								
1453		09/24	AP	03/01/24	0040124	VILLAGE II AT NINE23 APARTMEN	380.00		02/29/24	
		HAP OBrien N 032024								
1453		09/24	AP	03/01/24	0040124	VILLAGE II AT NINE23 APARTMEN	409.00		02/29/24	
		HAP Saccento J 032024								
1453		09/24	AP	03/01/24	0040124	VILLAGE II AT NINE23 APARTMEN	560.00		02/29/24	
		HAP Lane S 032024								
1453		09/24	AP	03/01/24	0040124	VILLAGE II AT NINE23 APARTMEN	514.00		02/29/24	
		HAP Harken G 032024								
1453		09/24	AP	03/01/24	0040124	VILLAGE II AT NINE23 APARTMEN	600.00		02/29/24	
		HAP O'dell J 032024								
1453		09/24	AP	03/01/24	0040124	VILLAGE II AT NINE23 APARTMEN	149.00		02/29/24	
		HAP Nielsen J 032024								
1453		09/24	AP	03/01/24	0040124	VILLAGE II AT NINE23 APARTMEN	453.00		02/29/24	
		HAP Willis C 032024								
1453		09/24	AP	03/01/24	0040090	HOUSING AUTHORITY OF JOLIET	978.00		02/29/24	
		HAP Wilson Q 032024								
1453		09/24	AP	03/01/24	0040091	HOWARD, BRAD	862.00		02/29/24	
		HAP Thrower M 032024								
1453		09/24	AP	03/01/24	0040112	R & R RENTAL PROPERTIES, LLC	536.00		02/29/24	
		HAP Stewart J 032024								
1453		09/24	AP	03/01/24	0040088	HAGEDORN, JEREMIAH	950.00		02/29/24	
		HAP Clinton A 032024								
1453		09/24	AP	03/01/24	0040088	HAGEDORN, JEREMIAH	830.00		02/29/24	
		HAP Gottfried L 032024								
1453		09/24	AP	03/01/24	0040086	GOV, LLC	1,024.00		02/29/24	
		HAP Guzzle T 032024								
1453		09/24	AP	03/01/24	0040067	CARL ERICSON	806.00		02/29/24	
		HAP Leohr K 032024								
1453		09/24	AP	03/01/24	0040067	CARL ERICSON	976.00		02/29/24	
		HAP Burk B 032024								
1453		09/24	AP	03/01/24	0040067	CARL ERICSON	697.00		02/29/24	
		HAP Cooper L 032024								
1453		09/24	AP	03/01/24	0040127	WINGERT, BRIAN	383.00		02/29/24	
		HAP Holden K 032024								
1453		09/24	AP	03/01/24	0040117	STEIN INVESTMENTS, LLC	836.00		02/29/24	
		HAP Gordon A 032024								
1453		09/24	AP	03/01/24	0040105	OAKVIEW PROPERTIES LLC	1,000.00		02/29/24	
		HAP Jurries P 032024								
1453		09/24	AP	03/01/24	0040070	CEDAR VALLEY LIVING LLC	251.00		02/29/24	
		HAP White L 032024								
1453		09/24	AP	03/01/24	0040070	CEDAR VALLEY LIVING LLC	254.00		02/29/24	
		HAP Bachman K 032024								
1453		09/24	AP	03/01/24	0040120	THIRD AVE PLACE LLC	748.00		02/29/24	
		HAP Boehmer R 032024								
1453		09/24	AP	03/01/24	0040098	KELLY PROPERTY INVESTMENTS LL	240.00		02/29/24	
		HAP Clayton R 032024								
1453		09/24	AP	03/01/24	0040103	MCKERNAN, PAMELA	379.00		02/29/24	

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									POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
						HAP Buchanan J 032024			
1453				09/24	AP 03/01/24 0040102	MCH INVESTMENTS LLC	470.00		02/29/24
						HAP Barr G 032024			
1453				09/24	AP 03/01/24 0040102	MCH INVESTMENTS LLC	536.00		02/29/24
						HAP Langel A 032024			
1453				09/24	AP 03/01/24 0040109	PAULSON, JAMES	296.00		02/29/24
						HAP Bond J 032024			
1453				09/24	AP 03/01/24 0040077	ELMCREST ESTATES, L.C.	529.00		02/29/24
						HAP Davis D 032024			
1453				09/24	AP 03/01/24 0040082	G P MANAGEMENT LLC	391.00		02/29/24
						HAP Wenzel J 032024			
1453				09/24	AP 03/01/24 0040119	T.J.J.C. L.L.C.	179.00		02/29/24
						HAP Hornback K 032024			
1453				09/24	AP 03/01/24 0040119	T.J.J.C. L.L.C.	376.00		02/29/24
						HAP Bracelly J 032024			
1453				09/24	AP 03/01/24 0040119	T.J.J.C. L.L.C.	432.00		02/29/24
						HAP Fruchtenicht J 032024			
1453				09/24	AP 03/01/24 0040119	T.J.J.C. L.L.C.	314.00		02/29/24
						HAP Beck D 032024			
1453				09/24	AP 03/01/24 0040119	T.J.J.C. L.L.C.	257.00		02/29/24
						HAP Dornbrock M 032024			
1453				09/24	AP 03/01/24 0040084	GERDES III, BENJAMIN P.	1,600.00		02/29/24
						HAP Barnes A 032024			
1453				09/24	AP 03/01/24 0040084	GERDES III, BENJAMIN P.	754.00		02/29/24
						HAP Schmidt K 032024			
1453				09/24	AP 03/01/24 0040084	GERDES III, BENJAMIN P.	856.00		02/29/24
						HAP Orgell A 032024			
1453				09/24	AP 03/01/24 0040084	GERDES III, BENJAMIN P.	286.00		02/29/24
						HAP Alessi S 032024			
1453				09/24	AP 03/01/24 0040094	J & A PROPERTIES	671.00		02/29/24
						HAP Porter C 032024			
1453				09/24	AP 03/01/24 0040063	BARTELT RENTALS L.C.	873.00		02/29/24
						HAP Barton C 032024			
1453				09/24	AP 03/01/24 0040063	BARTELT RENTALS L.C.	914.00		02/29/24
						HAP Homan N 032024			
1453				09/24	AP 03/01/24 0040063	BARTELT RENTALS L.C.	527.00		02/29/24
						HAP Luck J 032024			
1453				09/24	AP 03/01/24 0040066	C & H HOLDINGS LLC	673.00		02/29/24
						HAP Ross S 032024			
1474				09/24	AP 03/01/24 0040129	HOUSING AUTHORITY OF JOLIET	1,875.00		03/04/24
						HAP PAYMENT-IMANDA PAYNE			
						PORT OUT-MISSED DEADLINE			
						ACCOUNT TOTAL	118,982.00	.00	118,982.00
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS									
1453				09/24	AP 03/01/24 0040073	CITY OF CARLSBAD	62.05		02/29/24
						AF Levy S 032024			
1453				09/24	AP 03/01/24 0040090	HOUSING AUTHORITY OF JOLIET	48.79		02/29/24

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									POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS						continued			
AF Wilson Q 032024									
1474		09/24 AP		03/01/24	0040129	HOUSING AUTHORITY OF JOLIET HAP ADMIN FEE-I. PAYNE	48.79		03/04/24
ACCOUNT TOTAL							159.63	.00	159.63
FUND TOTAL							119,272.76	.00	119,272.76
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.72-99 OPERATING SUPPLIES / POSTAGE									
1452		08/24 AP		02/26/24	0004866	CMRS-POC	2.56		02/29/24
POC#8031880-REPL.POSTAGE						01/26/24-02/26/24			
ACCOUNT TOTAL							2.56	.00	2.56
FUND TOTAL							2.56	.00	2.56
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1452		08/24 AP		02/26/24	0399737	CMRS-POC	14.08		02/29/24
POC#8031880-REPL.POSTAGE						01/26/24-02/26/24			
1422		08/24 AP		02/02/24	0007332	PROFESSIONAL SOLUTIONS	2.48		03/04/24
JANUARY CREDIT CARD FEES									
ACCOUNT TOTAL							16.56	.00	16.56
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1474		09/24 AP		02/29/24	0399753	OTT, JEREMY	12.00		03/04/24
RMB:PRKG.-GIRLS STATE BB						DES MOINES			
1474		09/24 AP		02/26/24	0399751	BOWMAN, DENNY	12.00		03/04/24
RMB:PRKG.-GIRLS STATE BB						DES MOINES			
1452		08/24 AP		02/14/24	0399745	OTT, JEREMY	18.42		02/29/24
RMB:TRVL.-STATE WRESTLING						DES MOINES			
ACCOUNT TOTAL							42.42	.00	42.42
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
1452		08/24 AP		02/27/24	0399741	LONGNECKER, JEREMIAH	150.00		02/29/24
CF BOYS SUBSTATE FINAL						ANNOUNCER			
PROJECT#: 759									
1452		08/24 AP		02/27/24	0399738	DEWITT, JASON	170.00		02/29/24

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FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
UNI MEN'S BB-VALPO						CAMERA OPERATOR				
PROJECT#: 756										
1452		08/24 AP		02/27/24	0399748	SURMA, JOSEPH EDWARD	170.00			02/29/24
UNI MEN'S BB-VALPO						CAMERA OPERATOR				
PROJECT#: 756										
1452		08/24 AP		02/27/24	0399747	STOW, CHRISTIAN	170.00			02/29/24
UNI MEN'S BB-VALPO						CAMERA OPERATOR				
PROJECT#: 756										
1452		08/24 AP		02/27/24	0399740	KRESS, AGNES M	120.00			02/29/24
UNI MEN'S BB-VALPO						CAMERA OPERATOR				
PROJECT#: 756										
1452		08/24 AP		02/27/24	0399749	WALTERS, CLAYTON	170.00			02/29/24
UNI MEN'S BB-VALPO						CAMERA OPERATOR				
PROJECT#: 756										
ACCOUNT TOTAL							950.00	.00	950.00	
FUND TOTAL							1,008.98	.00	1,008.98	
FUND 258 PARKING FUND										
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE										
1452		08/24 AP		02/26/24	0399737	CMRS-POC	2.56			02/29/24
POC#8031880-REPL.POSTAGE						01/26/24-02/26/24				
ACCOUNT TOTAL							2.56	.00	2.56	
258-5531-435.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1422		08/24 AP		02/02/24	0007328	PROFESSIONAL SOLUTIONS	220.14			03/04/24
JANUARY CREDIT CARD FEES										
1422		08/24 AP		02/02/24	0007329	PROFESSIONAL SOLUTIONS	99.22			03/04/24
JANUARY CREDIT CARD FEES										
1422		08/24 AP		02/02/24	0007330	PROFESSIONAL SOLUTIONS	213.59			03/04/24
JANUARY CREDIT CARD FEES										
1422		08/24 AP		02/02/24	0007332	PROFESSIONAL SOLUTIONS	66.18			03/04/24
JANUARY CREDIT CARD FEES										
ACCOUNT TOTAL							599.13	.00	599.13	
FUND TOTAL							601.69	.00	601.69	

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 261 TOURISM & VISITORS								
261-2291-423.72-99					OPERATING SUPPLIES / POSTAGE			
1452		08/24 AP		02/26/24	0399737 CMRS-POC	90.09		02/29/24
					POC#8031880-REPL.POSTAGE			01/26/24-02/26/24
					ACCOUNT TOTAL	90.09	.00	90.09
261-2291-423.85-01 UTILITIES / UTILITIES								
1525		09/24 AP		02/20/24	0399788 CEDAR FALLS UTILITIES	1,239.27		03/08/24
					UTILITIES THRU 02/20/24			
					ACCOUNT TOTAL	1,239.27	.00	1,239.27
261-2291-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES								
1422		08/24 AP		02/02/24	0007335 PROFESSIONAL SOLUTIONS	16.54		03/04/24
					JANUARY CREDIT CARD FEES			
					ACCOUNT TOTAL	16.54	.00	16.54
					FUND TOTAL	1,345.90	.00	1,345.90
FUND 262 SENIOR SERVICES & COMM CT								
262-1092-423.72-99					OPERATING SUPPLIES / POSTAGE			
1452		08/24 AP		02/26/24	0399737 CMRS-POC	2.56		02/29/24
					POC#8031880-REPL.POSTAGE			01/26/24-02/26/24
					ACCOUNT TOTAL	2.56	.00	2.56
262-1092-423.85-01 UTILITIES / UTILITIES								
1160		09/24 AP		02/05/24	0399769 CEDAR FALLS UTILITIES	1,159.65		02/29/24
					COMMUNITY CNTR UTILITIES			
					ACCOUNT TOTAL	1,159.65	.00	1,159.65
262-1092-423.87-01 RENTALS / RENTALS								
1495		09/24 AP		02/28/24	0399759 JACKIE THOMAS	250.00		03/06/24
					REFUND-SECURITY DEPOSIT			
1495		09/24 AP		02/16/24	0399760 JESSI DRALLE	250.00		03/06/24
					REFUND-SECURITY DEPOSIT			
					ACCOUNT TOTAL	500.00	.00	500.00
					FUND TOTAL	1,662.21	.00	1,662.21

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									POST DT
FUND 291	POLICE FORFEITURE FUND								
FUND 292	POLICE RETIREMENT FUND								
292-5521-415.54-01	WORKERS COMP / POLICE WORKERS COMP								
1422	08/24	AP	02/09/24	0007306		EMC RISK SERVICES, LLC	2,092.09		03/04/24
						WORKER COMP-POLICE CLAIM			
						ACCOUNT TOTAL	2,092.09	.00	2,092.09
						FUND TOTAL	2,092.09	.00	2,092.09
FUND 293	FIRE RETIREMENT FUND								
293-4511-414.54-02	WORKERS COMP / FIRE WORKERS COMP								
1422	08/24	AP	02/09/24	0007306		EMC RISK SERVICES, LLC	2,584.04		03/04/24
						WORKER COMP-FIRE CLAIM			
						ACCOUNT TOTAL	2,584.04	.00	2,584.04
						FUND TOTAL	2,584.04	.00	2,584.04
FUND 294	LIBRARY RESERVE								
FUND 295	SOFTBALL PLAYER CAPITAL								
FUND 296	GOLF CAPITAL								
FUND 297	REC FACILITIES CAPITAL								
FUND 298	HEARST CAPITAL								
FUND 311	DEBT SERVICE FUND								
FUND 402	WASHINGTON PARK FUND								
FUND 404	FEMA								
FUND 405	FLOOD RESERVE FUND								
FUND 407	VISION IOWA PROJECT								
FUND 408	STREET IMPROVEMENT FUND								
FUND 410	CORONAVIRUS LOCAL RELIEF								
FUND 430	2004 TIF BOND								
FUND 431	2014 BOND								
FUND 432	2003 BOND								
FUND 433	2001 TIF								
FUND 434	2024 BOND								
FUND 435	1999 TIF								
FUND 436	2012 BOND								
FUND 437	2018 BOND								
FUND 438	2020 BOND FUND								
FUND 439	2022 BOND FUND								
FUND 443	CAPITAL PROJECTS								
443-1220-431.94-23	CAPITAL PROJECTS / PROPERTY BUYOUTS								
1525	09/24	AP	02/20/24	0399788		CEDAR FALLS UTILITIES	212.46		03/08/24
						UTILITIES THRU 02/20/24			
						ACCOUNT TOTAL	212.46	.00	212.46

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 443	CAPITAL PROJECTS							
	FUND TOTAL					212.46	.00	212.46
FUND 472	PARKADE RENOVATION							
FUND 473	SIDEWALK ASSESSMENT							
FUND 483	ECONOMIC DEVELOPMENT							
FUND 484	ECONOMIC DEVELOPMENT LAND							
FUND 541	2018 STORM WATER BONDS							
FUND 544	2008 SEWER BONDS							
FUND 545	2018 SEWER BONDS							
FUND 546	SEWER IMPROVEMENT FUND							
FUND 547	SEWER RESERVE FUND							
FUND 548	1997 SEWER BOND FUND							
FUND 549	1992 SEWER BOND FUND							
FUND 550	2000 SEWER BOND FUND							
FUND 551	REFUSE FUND							
551-0000-213.00-00	CURRENT LIABILITY / SALES TAX PAYABLE							
1422	08/24	AP	02/09/24	0007317	IOWA DEPT.OF REVENUE	207.62		03/04/24
					MONTHLY SALES TAX			COMMERCIAL GARBAGE A/R
	ACCOUNT TOTAL					207.62	.00	207.62
551-6675-436.72-99	OPERATING SUPPLIES / POSTAGE							
1452	08/24	AP	02/26/24	0399737	CMRS-POC	29.44		02/29/24
					POC#8031880-REPL.POSTAGE			01/26/24-02/26/24
	ACCOUNT TOTAL					29.44	.00	29.44
551-6685-436.64-02	INSURANCE / HEALTH INS. REIMBURSEMENT							
1422	08/24	AP	02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	77.86		03/04/24
					HEALTH INS. REIMBURSEMENT			
	ACCOUNT TOTAL					77.86	.00	77.86
551-6685-436.72-99	OPERATING SUPPLIES / POSTAGE							
1452	08/24	AP	02/26/24	0399737	CMRS-POC	479.36		02/29/24
					POC#8031880-REPL.POSTAGE			01/26/24-02/26/24
	ACCOUNT TOTAL					479.36	.00	479.36
551-6685-436.81-01	PROFESSIONAL SERVICES / PROFESSIONAL SERVICES							
1535	09/24	AP	02/10/24	0399802	U.S. CELLULAR	279.36		03/12/24
					SECURITY CAMERA-RECYCLING			02/09/24-03/08/24
	ACCOUNT TOTAL					279.36	.00	279.36

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 551 REFUSE FUND										
551-6685-436.85-01						UTILITIES / UTILITIES				
1525		09/24	AP	02/20/24	0399788	CEDAR FALLS UTILITIES	3,392.08			03/08/24
						UTILITIES THRU 02/20/24				
						ACCOUNT TOTAL	3,392.08	.00	3,392.08	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
1525		09/24	AP	02/20/24	0399788	CEDAR FALLS UTILITIES	6,603.33			03/08/24
						UTILITIES THRU 02/20/24				
						ACCOUNT TOTAL	6,603.33	.00	6,603.33	
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
1422		08/24	AP	02/09/24	0007317	IOWA DEPT.OF REVENUE	185.31			03/04/24
						MONTHLY SALES TAX				
						COMMERCIAL GARBAGE				
						ACCOUNT TOTAL	185.31	.00	185.31	
551-6685-436.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1422		08/24	AP	02/02/24	0007338	PROFESSIONAL SOLUTIONS	291.96			03/04/24
						JANUARY CREDIT CARD FEES				
1422		08/24	AP	02/02/24	0007332	PROFESSIONAL SOLUTIONS	14.87			03/04/24
						JANUARY CREDIT CARD FEES				
						ACCOUNT TOTAL	306.83	.00	306.83	
						FUND TOTAL	11,561.19	.00	11,561.19	
FUND 552 SEWER RENTAL FUND										
552-6665-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1422		08/24	AP	02/23/24	0007325	ISOLVED BENEFIT SERVICES, INC		335.00		03/04/24
						REF:HEALTH INS.REIMBURSE				
1422		08/24	AP	02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	619.31			03/04/24
						HEALTH INS. REIMBURSEMENT				
1422		08/24	AP	02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	770.00			03/04/24
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	1,389.31	335.00	1,054.31	
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE										
1452		08/24	AP	02/26/24	0399737	CMRS-POC	24.96			02/29/24
						POC#8031880-REPL.POSTAGE				
1452		08/24	AP	02/26/24	0399737	CMRS-POC	159.36			02/29/24
						POC#8031880-REPL.POSTAGE				
						01/26/24-02/26/24				

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NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 552 SEWER RENTAL FUND								
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE						continued		
ACCOUNT TOTAL						184.32	.00	184.32
552-6665-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
1524		08/24	AP	02/05/24	0399699		240.00	03/08/24
		DESCRIPTION CORRECTION						
								RMB CIVIL PENALTY
1524		08/24	AP	02/05/24	0399699	240.00		03/08/24
		RMB ELECTRICAL LIC. RENEW						VIOLATION IOWA CODE 103
ACCOUNT TOTAL						240.00	240.00	.00
552-6665-436.85-01 UTILITIES / UTILITIES								
1525		09/24	AP	02/20/24	0399788	6,620.33		03/08/24
		UTILITIES THRU 02/20/24						CEDAR FALLS UTILITIES
ACCOUNT TOTAL						6,620.33	.00	6,620.33
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING								
1525		09/24	AP	02/20/24	0399788	6,603.33		03/08/24
		UTILITIES THRU 02/20/24						CEDAR FALLS UTILITIES
ACCOUNT TOTAL						6,603.33	.00	6,603.33
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX								
1422		08/24	AP	02/09/24	0007317	9,452.20		03/04/24
		MONTHLY SALES TAX						IOWA DEPT.OF REVENUE COMMERCIAL SEWER
ACCOUNT TOTAL						9,452.20	.00	9,452.20
FUND TOTAL						24,489.49	575.00	23,914.49
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1452		08/24	AP	02/26/24	0399737	1.92		02/29/24
		POC#8031880-REPL.POSTAGE						CMRS-POC
								01/26/24-02/26/24
ACCOUNT TOTAL						1.92	.00	1.92
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING								
1525		09/24	AP	02/20/24	0399788	6,603.33		03/08/24
		UTILITIES THRU 02/20/24						CEDAR FALLS UTILITIES

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 555 STORM WATER UTILITY								
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING					continued			
					ACCOUNT TOTAL	6,603.33	.00	6,603.33
					FUND TOTAL	6,605.25	.00	6,605.25
FUND 570 SEWER ASSESSMENT								
FUND 606 DATA PROCESSING FUND								
606-1078-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
1422		08/24	AP	02/15/24	0007325	420.72		03/04/24
					HEALTH INS. REIMBURSEMENT			
					ACCOUNT TOTAL	420.72	.00	420.72
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1452		08/24	AP	02/26/24	0399737	10.03		02/29/24
					CMRS-POC			
					POC#8031880-REPL.POSTAGE			01/26/24-02/26/24
					ACCOUNT TOTAL	10.03	.00	10.03
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT								
1535		09/24	AP	03/01/24	0399797	64.68		03/12/24
					CITY PHONE SERV.-MAR'24			
1474		09/24	AP	02/19/24	0399756	1,120.94		03/04/24
					WIRELESS SRV:2/20-3/19/24			
1474		09/24	AP	02/06/24	0399755	3,955.27		03/04/24
					U.S. CELLULAR			
					WIRELESS SRV:2/6-3/5/24			
					ACCOUNT TOTAL	5,140.89	.00	5,140.89
606-1078-441.93-01 EQUIPMENT / EQUIPMENT								
1474		09/24	AP	02/06/24	0399755	459.06		03/04/24
					U.S. CELLULAR			
					TABLETS/PHONES			
					ACCOUNT TOTAL	459.06	.00	459.06
					FUND TOTAL	6,030.70	.00	6,030.70

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE			
1422		08/24	AP	02/26/24	0007310	EXPRESS SCRIPTS, INC.	16,307.18		03/04/24
						RX CLAIMS PROCESSING			
1422		08/24	AP	02/26/24	0007352	WEX HEALTH, INC.	126.00		03/04/24
						COBRA MONTHLY ADMIN FEE			
1422		08/24	AP	02/23/24	0007350	WELLMARK IOWA	63,925.75		03/04/24
						HEALTH CLAIMS PROCESSING			
1422		08/24	AP	02/19/24	0007308	EXPRESS SCRIPTS, INC.	14,984.97		03/04/24
						RX CLAIMS PROCESSING			
1422		08/24	AP	02/16/24	0007349	WELLMARK IOWA	45,955.10		03/04/24
						HEALTH CLAIMS PROCESSING			
1422		08/24	AP	02/12/24	0007309	EXPRESS SCRIPTS, INC.	34,374.15		03/04/24
						RX CLAIMS PROCESSING			
1422		08/24	AP	02/09/24	0007351	WELLMARK IOWA	34,167.12		03/04/24
						HEALTH CLAIMS PROCESSING			
1422		08/24	AP	02/05/24	0007307	EXPRESS SCRIPTS, INC.	63,707.86		03/04/24
						RX CLAIMS PROCESSING			
1422		08/24	AP	02/02/24	0007348	WELLMARK IOWA	29,021.96		03/04/24
						HEALTH CLAIMS PROCESSING			
1422		08/24	AP	02/01/24	0007347	WELLMARK IOWA	187,021.62		03/04/24
						HEALTH CLAIMS PROCESSING			
						ACCOUNT TOTAL	489,591.71	.00	489,591.71
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE									
1422		08/24	AP	02/02/24	0007305	DELTA DENTAL OF IOWA	8,520.04		03/04/24
						FEBRUARY 2024 DENTAL			
						ACCOUNT TOTAL	8,520.04	.00	8,520.04
						FUND TOTAL	498,111.75	.00	498,111.75
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10						INSURANCE / HEALTH SEVERANCE PAYMENTS			
1525		09/24	AP	03/08/24	0399793	REGENOLD, SHARON K.	268.59		03/08/24
						RMB:FEB.2024 HEALTH SEV.			
						ACCOUNT TOTAL	268.59	.00	268.59
						FUND TOTAL	268.59	.00	268.59

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1422		08/24	AP	02/15/24	0007325	ISOLVED BENEFIT SERVICES, INC	500.00		03/04/24
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	500.00	.00	500.00
						FUND TOTAL	500.00	.00	500.00
FUND 686 PAYROLL FUND									
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES									
1422		08/24	AP	02/26/24	0007344	UNITED STATES TREASURY	67,855.78		03/04/24
						FEDERAL WITHHOLDING TAX			02/23/24 PAYROLL
1422		08/24	AP	02/12/24	0007343	UNITED STATES TREASURY	68,846.29		03/04/24
						FEDERAL WITHHOLDING TAX			02/09/24 PAYROLL
						ACCOUNT TOTAL	136,702.07	.00	136,702.07
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING									
1422		08/24	AP	02/26/24	0007318	IOWA DEPT.OF REVENUE	27,629.64		03/04/24
						STATE WITHHOLDING TAX			02/23/24 PAYROLL
1422		08/24	AP	02/13/24	0007316	IOWA DEPT.OF REVENUE	27,929.63		03/04/24
						STATE WITHHOLDING TAX			02/09/24 PAYROLL
						ACCOUNT TOTAL	55,559.27	.00	55,559.27
686-0000-222.03-00 PAYROLL LIABILITY / FICA									
1422		08/24	AP	02/26/24	0007344	UNITED STATES TREASURY	82,538.12		03/04/24
						SS & MQGE/MEDICARE TAX			02/23/24 PAYROLL
1422		08/24	AP	02/12/24	0007343	UNITED STATES TREASURY	82,786.38		03/04/24
						SS & MQGE/MEDICARE TAX			02/09/24 PAYROLL
						ACCOUNT TOTAL	165,324.50	.00	165,324.50
686-0000-222.04-00 PAYROLL LIABILITY / IPERS									
1422		08/24	AP	02/29/24	0007315	I.P.E.R.S.	155,124.09		03/04/24
						IPERS FEBRUARY 2024			
						ACCOUNT TOTAL	155,124.09	.00	155,124.09
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
1525		09/24	AP	03/08/24	0399794	SHERWOOD ESTATE, BRAD A.	58,108.32		03/08/24
						PAYROLL SEVERANCE			DECEASED-FINAL PAYCHECK
1422		08/24	AP	02/26/24	0007304	COLLECTION SERVICES CENTER	593.51		03/04/24

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FUND 686 PAYROLL FUND									
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE						continued			
1422		08/24 AP		02/23/24	CHILD SUPPORT PAYMENTS 0007326	6,485.56		03/04/24	
					CAFETERIA PLAN				
1422		08/24 AP		02/21/24	EMPLOYEE 457 CONTRIBUTION 0007346	11,311.07		03/04/24	
					VOYA FINANCIAL				
1422		08/24 AP		02/12/24	EMPLOYEE 457 CONTRIBUTION 0007303	593.51		03/04/24	
					COLLECTION SERVICES CENTER				
1422		08/24 AP		02/09/24	CHILD SUPPORT PAYMENTS 0007323	6,485.56		03/04/24	
					ISOLVED BENEFIT SERVICES, INC				
1422		08/24 AP		02/07/24	EMPLOYEE 457 CONTRIBUTION 0007345	11,301.07		03/04/24	
					CAFETERIA PLAN				
					VOYA FINANCIAL				
					EMPLOYEE 457 CONTRIBUTION				
					ACCOUNT TOTAL	94,878.60	.00	94,878.60	
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
1422		08/24 AP		02/29/24	MUNICIPAL FIRE & POLICE RETIR MFPRSI RETIREMENT 0007327	175,564.50		03/04/24	
					ACCOUNT TOTAL	175,564.50	.00	175,564.50	
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES									
1422		08/24 AP		02/02/24	IOWA WORKFORCE DEVELOPMENT RMB:BENEFIT THRU 12/31/23 0007322	6,669.71		03/04/24	
					ACCOUNT TOTAL	6,669.71	.00	6,669.71	
					FUND TOTAL	789,822.74	.00	789,822.74	
FUND 687 WORKERS COMPENSATION FUND									
1422		08/24 AP		02/09/24	EMC RISK SERVICES, LLC WORKER COMP CLAIM 0007306	8.00		03/04/24	
					ACCOUNT TOTAL	8.00	.00	8.00	
					FUND TOTAL	8.00	.00	8.00	
FUND 688 LTD INSURANCE FUND									

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FUND 689 LIABILITY INSURANCE FUND									
689-1902-1422		457.51-05				INSURANCE / LIABILITY INSURANCE			
		08/24 AP		02/09/24	0007306	EMC RISK SERVICES, LLC	94.42		03/04/24
						LIABILITY ADMIN FEES			
						ACCOUNT TOTAL	94.42	.00	94.42
						FUND TOTAL	94.42	.00	94.42
FUND 724 TRUST & AGENCY									
724-0000-1535		487.50-01				TRANSFERS OUT / TRANSFERS TO GENERAL FUND			
		09/24 AP		03/11/24	0399799	GENERAL FUND	45,668.61		03/12/24
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	45,668.61	.00	45,668.61
						FUND TOTAL	45,668.61	.00	45,668.61
FUND 727		GREENWOOD CEMETERY P-CARE							
FUND 728		FAIRVIEW CEMETERY P-CARE							
FUND 729		HILLSIDE CEMETERY P-CARE							
FUND 790		FLOOD LEVY							
						GRAND TOTAL	1,764,393.74	658.97	1,763,734.77

COUNCIL INVOICES FOR 03/18/24 MEETING

Item 24.

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FUND 101 GENERAL FUND								
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1530		09/24 AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.67		03/12/24
					BLUE/BLACK PENS, POST-ITS CORRECTION TAPE			
1530		09/24 AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.18		03/12/24
					COPY PAPER			
					ACCOUNT TOTAL	27.85	.00	27.85
101-1008-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
1469		09/24 AP	03/05/24	0000000	SECRETARY, STATE OF IOWA	30.00		03/12/24
					NOTARY RENEW-C FISHER			
1469		09/24 AP	03/05/24	0000000	SECRETARY, STATE OF IOWA	30.00		03/12/24
					NOTARY RENEW-A EGGLESTON			
1469		09/24 AP	03/05/24	0000000	SECRETARY, STATE OF IOWA	30.00		03/12/24
					NOTARY RENEW-J GOODRICH			
					ACCOUNT TOTAL	90.00	.00	90.00
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1469		09/24 AP	03/03/24	0000000	SHRED-IT USA	59.97		03/12/24
					DOC. DESTRUCTION 2/9/24 TICKET #8161608404			
					ACCOUNT TOTAL	59.97	.00	59.97
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1530		09/24 AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.75		03/12/24
					BLUE/BLACK PENS, POST-ITS CORRECTION TAPE			
1530		09/24 AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80		03/12/24
					COPY PAPER			
					ACCOUNT TOTAL	7.55	.00	7.55
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1530		09/24 AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.67		03/12/24
					BLUE/BLACK PENS, POST-ITS CORRECTION TAPE			
1530		09/24 AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	19.00		03/12/24
					COPY PAPER			
1469		09/24 AP	02/13/24	0000000	STOREY KENWORTHY	35.95		03/12/24
					SIGNATURE STAMP			
					ACCOUNT TOTAL	67.62	.00	67.62
101-1028-441.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES								
1469		09/24 AP	03/05/24	0000000	DEPT. OF ADMINISTRATIVE SERVI	150.00		03/12/24
					DEF. COMP. ADMIN FEE CY2024 ANNUAL FEE			

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FUND 101 GENERAL FUND										
101-1028-441.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES continued										
ACCOUNT TOTAL							150.00	.00	150.00	
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1475		09/24 AP		02/16/24	0145724	US BANK	150.00			03/07/24
GOVERNMENT FINANCE OFFIC 2024 MEMBERSHIP-KOCKLER										
ACCOUNT TOTAL							150.00	.00	150.00	
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1475		09/24 AP		02/20/24	0145724	US BANK	280.00			03/07/24
GOVERNMENT FINANCE OFFIC REG:CAPITL ASSETS WEBINAR										
ACCOUNT TOTAL							280.00	.00	280.00	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.69			03/12/24
BLUE/BLACK PENS, POST-ITS CORRECTION TAPE										
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.40			03/12/24
COPY PAPER										
ACCOUNT TOTAL							16.09	.00	16.09	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52			03/12/24
COPY PAPER										
ACCOUNT TOTAL							1.52	.00	1.52	
101-1038-441.81-49 PROFESSIONAL SERVICES / BACKGROUND CHECK										
1530		09/24 AP		03/01/24	0000000	ONE SOURCE THE BACKGROUND CHE	2,791.10			03/12/24
ANNUAL MVR PROCESSING 02/01/24-03/01/24										
ACCOUNT TOTAL							2,791.10	.00	2,791.10	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
1530		09/24 AP		02/29/24	0000000	CEDAR VALLEY SAVER, INC.	72.00			03/12/24
JOB AD:SUMMER REC AD										
1530		09/24 AP		02/29/24	0000000	CEDAR VALLEY SAVER, INC.	5.00			03/12/24
JOB AD:SUMMER REC AD WEB										
1530		09/24 AP		02/29/24	0000000	CEDAR VALLEY SAVER, INC.	72.00			03/12/24
JOB AD:SEASONAL LABORERS										
1530		09/24 AP		02/29/24	0000000	CEDAR VALLEY SAVER, INC.	5.00			03/12/24

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1038	441	81-53				PROFESSIONAL SERVICES / JOB NOTICES			
						JOB AD:SEASONAL LABORERS			
1530				09/24 AP 02/25/24	0000000	COURIER COMMUNICATIONS-ADVERT	769.95		03/12/24
						30,000 DIGITAL			
1530				09/24 AP 02/24/24	0000000	COURIER COMMUNICATIONS-ADVERT	26.95		03/12/24
						JOB AD:02/24			
1530				09/24 AP 02/20/24	0000000	COURIER COMMUNICATIONS-ADVERT	20.21		03/12/24
						JOB AD:02/20/24			
1530				09/24 AP 02/17/24	0000000	COURIER COMMUNICATIONS-ADVERT	26.95		03/12/24
						JOB AD:02/17/24			
1530				09/24 AP 02/16/24	0000000	COURIER COMMUNICATIONS-ADVERT	39.00		03/12/24
						SEARCH BOOST			
1530				09/24 AP 02/15/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		03/12/24
						JOB AD:SEASONAL WORKERS			
1530				09/24 AP 02/15/24	0000000	CEDAR VALLEY SAVER, INC.	5.00		03/12/24
						JOB AD:SEASONAL WORKERS			
1530				09/24 AP 02/15/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		03/12/24
						JOB AD:PT ADMIN ASST.			
1530				09/24 AP 02/15/24	0000000	CEDAR VALLEY SAVER, INC.	5.00		03/12/24
						JOB AD:PT ADMIN ASST.			
1530				09/24 AP 02/15/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		03/12/24
						JOB AD:SUMMER JOBS			
1530				09/24 AP 02/15/24	0000000	CEDAR VALLEY SAVER, INC.	5.00		03/12/24
						JOB AD:SUMMER JOBS			
1475				09/24 AP 02/12/24	0145724	US BANK	50.00		03/07/24
						HAWKEYE COMMUNITY COLLEGE			
1530				09/24 AP 02/11/24	0000000	COURIER COMMUNICATIONS-ADVERT	650.00		03/12/24
						TARGETED DISPLAY			
1475				09/24 AP 02/08/24	0145724	US BANK	400.00		03/07/24
						U OF IA-CAREER CENTER			
1530				09/24 AP 02/08/24	0000000	COURIER COMMUNICATIONS-ADVERT	26.95		03/12/24
						JOB AD:02/08/24			
1530				09/24 AP 02/07/24	0000000	COURIER COMMUNICATIONS-ADVERT	200.00		03/12/24
						PPC CAMPAIGN			
1530				09/24 AP 02/06/24	0000000	COURIER COMMUNICATIONS-ADVERT	26.95		03/12/24
						JOB AD:02/06/24			
1475				09/24 AP 02/05/24	0145724	US BANK	119.95		03/07/24
						LINKEDIN RECRUITER 918845			
1530				09/24 AP 02/03/24	0000000	COURIER COMMUNICATIONS-ADVERT	10.10		03/12/24
						JOB AD:02/03/24			
1530				09/24 AP 02/01/24	0000000	COURIER COMMUNICATIONS-ADVERT	13.48		03/12/24
						JOB AD:02/01/24			
1530				09/24 AP 02/01/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		03/12/24
						JOB AD:SEASONAL LABORER			
1530				09/24 AP 02/01/24	0000000	CEDAR VALLEY SAVER, INC.	5.00		03/12/24
						JOB AD:SEASONAL LABORER			
1530				09/24 AP 02/01/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		03/12/24
						JOB AD:PT MAINT. WORKER			
1530				09/24 AP 02/01/24	0000000	CEDAR VALLEY SAVER, INC.	5.00		03/12/24
						JOB AD:PT MAINT. WORKER			

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						continued				
1530		09/24	AP	01/30/24	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:1/30/24	26.95			03/12/24
ACCOUNT TOTAL							2,946.44	.00	2,946.44	
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION										
1530		09/24	AP	03/11/24	0000000	CARLSON DETTMANN CONSULTING L FINANCIAL TECHNICIAN	275.00			03/12/24
1530		09/24	AP	03/11/24	0000000	CARLSON DETTMANN CONSULTING L REC. PROGRAM SUPERVISOR	325.00			03/12/24
1530		09/24	AP	03/11/24	0000000	CARLSON DETTMANN CONSULTING L WWTP OPERATOR II	325.00			03/12/24
1530		09/24	AP	03/11/24	0000000	CARLSON DETTMANN CONSULTING L PLANNER II	275.00			03/12/24
1530		09/24	AP	03/11/24	0000000	CARLSON DETTMANN CONSULTING L CONSTRUCTION PROJECT MGR	275.00			03/12/24
ACCOUNT TOTAL							1,475.00	.00	1,475.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1530		09/24	AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT BLUE/BLACK PENS, POST-ITS	2.35			03/12/24
1530		09/24	AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT CORRECTION TAPE	2.28			03/12/24
ACCOUNT TOTAL							4.63	.00	4.63	
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1469		09/24	AP	03/01/24	0000000	THOMSON REUTERS - WEST WESTLAW INFORMATION	741.54			03/12/24
ACCOUNT TOTAL							741.54	.00	741.54	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
1469		09/24	AP	03/08/24	0000000	AHLERS AND COONEY, P.C. LGL:GENERAL	3,275.66			03/12/24
1469		09/24	AP	02/29/24	0000000	AHLERS AND COONEY, P.C. LGL:JUDICIAL REVIEW	6,773.00			03/12/24
ACCOUNT TOTAL							10,048.66	.00	10,048.66	
101-1048-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1475		09/24	AP	02/15/24	0145724	US BANK IOWA STATE BAR ASSOCIATIO	45.00			03/07/24

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FUND 101 GENERAL FUND									
101-1048-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION							continued		
ACCOUNT TOTAL							45.00	.00	45.00
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1480		09/24 AP		02/14/24	0145724	US BANK	538.41		03/07/24
						SANDEE'S NAME TAGS			
1480		09/24 AP		02/12/24	0145724	US BANK	63.76		03/07/24
						AMAZON.COM*RB0IU6NM1 SWIFFER DUSTERS & PAINTER			
1480		09/24 AP		01/24/24	0145724	US BANK	41.26		03/07/24
						AMZN MKTP US*R04M64H40 GARBAGE CAN DOLLY			
1480		09/24 AP		01/24/24	0145724	US BANK	71.98		03/07/24
						AMZN MKTP US*R053Z9BK0 GARBAGE CAN			
ACCOUNT TOTAL							715.41	.00	715.41
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
1480		09/24 AP		02/12/24	0145724	US BANK	19.07		03/07/24
						RAPID WEB SERVICES WEBSITE BACKUP 1YR RENEWL			
1480		09/24 AP		02/12/24	0145724	US BANK	90.00		03/07/24
						INTUIT *QBOOKS ONLINE QUICKBOOKS MONTHLY SUB.			
1480		09/24 AP		02/08/24	0145724	US BANK	99.00		03/07/24
						RAPID WEB SERVICES SSL CERTIFICATE RENEWAL			
1480		09/24 AP		02/01/24	0145724	US BANK	300.00		03/07/24
						WORDPRESS FBMCN0A7KD WEBSITE DOMAIN 1 YR. SUB.			
ACCOUNT TOTAL							508.07	.00	508.07
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1480		09/24 AP		02/02/24	0145724	US BANK	749.00		03/07/24
						HOMELESS TRAINING RYAN DOWD TRAINING SUB.			
ACCOUNT TOTAL							749.00	.00	749.00
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1480		09/24 AP		02/19/24	0145724	US BANK	68.95		03/07/24
						AMAZON.COM*RB43S5YX1 FOTL:ADULT-ADULT BOOKS			
1480		09/24 AP		02/19/24	0145724	US BANK	36.97		03/07/24
						SQ *AQUATICS AND EXOTICS FOTL:YA-HEATER, FISH FOOD			
1480		09/24 AP		02/15/24	0145724	US BANK	43.84		03/07/24
						AMAZON.COM*RISAP12M0 FOTL:YOUTH-POSTERBOARD			
1480		09/24 AP		02/14/24	0145724	US BANK	12.78		03/07/24
						WAL-MART #0753 FOTL:YOUTH-CANDY			
1480		09/24 AP		02/12/24	0145724	US BANK	142.65		03/07/24
						COPYWORKS CEDAR FALLS FOTL:YOUTH-CVYR POSTERS &			
1480		09/24 AP		02/07/24	0145724	US BANK	19.99		03/07/24

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FUND 101 GENERAL FUND										
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM						continued				
1480				09/24	AMZN MKTP US*R23SZ12B1	FOTL:YOUTH-POKEMON CARDS	119.99			03/07/24
1480				09/24	AMZN MKTP US*R283C1W80	FOTL:YOUTH-BOOKSHELF	13.01			03/07/24
1480				09/24	AMZN MKTP US*R283C1W80	FOTL:YOUTH-BOOKSHELF				03/07/24
1480				09/24	HY-VEE CEDAR FALLS 1052	FOTL:YA-SOUP INGREDIENTS	38.37			03/07/24
1480				09/24	AMAZON.COM*R04NF18E2	FOTL:YOUTH-YOUTH BOOKS	35.51			03/07/24
1480				09/24	HY-VEE CEDAR FALLS 1052	FOTL:ADULT-SNACKS & POP	28.18			03/07/24
1480				09/24	AMZN MKTP US*R00KG9ZM1	FOTL:COLAB-BLENDING BRUSH	24.64			03/07/24
1480				09/24	HY-VEE CEDAR FALLS 1052	FOTL:YA-SNACKS & POP	33.78			03/07/24
1480				09/24	AMAZON.COM*R89L342G2	FOTL:YA-SEED STARTING MIX	22.69			03/07/24
1480				09/24	AMZN MKTP US*R02WJ4PU0	FOTL:COLAB-OXIDE INK				03/07/24
ACCOUNT TOTAL							641.35	.00	641.35	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
1480				09/24	NASA-JSC/NSSC	BERG 2 RMB SLP '24-NASA		170.24		03/07/24
1480				09/24	ILLINOIS LIBRARY ASSOC	BERG 2 RMB SLP '24-PROMO	303.18			03/07/24
ACCOUNT TOTAL							303.18	170.24	132.94	
101-1060-423.93-01 EQUIPMENT / EQUIPMENT										
1480				09/24	NEWEGG MARKETPLACE	STANDING DESKS	359.98			03/07/24
ACCOUNT TOTAL							359.98	.00	359.98	
101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS										
1480				09/24	AMAZON RET* 113-228233	IRON & IRONING BOARD	98.51			03/07/24
ACCOUNT TOTAL							98.51	.00	98.51	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1480				09/24	AMAZON RET* 113-681168	ADULT BOOKS	33.98			03/07/24
1480				09/24	AMAZON RET* 113-746885	ADULT BOOKS	26.00			03/07/24

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FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
1480		09/24	AP	02/12/24	0145724	US BANK	38.90			03/07/24
						AMAZON.COM*RI1ZI24Q0				
1480		09/24	AP	02/12/24	0145724	US BANK	15.32			03/07/24
						AMAZON.COM*RI7QY8JN0				
1480		09/24	AP	02/05/24	0145724	US BANK	51.99			03/07/24
						AMAZON RET* 113-513580				
1480		09/24	AP	02/01/24	0145724	US BANK	28.11			03/07/24
						AMAZON.COM*R22NM0TW2				
1480		09/24	AP	01/30/24	0145724	US BANK	137.25			03/07/24
						AMZN MKTP US*R01Q987H2				
1480		09/24	AP	01/29/24	0145724	US BANK	24.88			03/07/24
						AMZN MKTP US*R04GY3122				
						ACCOUNT TOTAL	356.43	.00	356.43	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
1480		09/24	AP	02/13/24	0145724	US BANK	19.99			03/07/24
						AMAZON RET* 113-692911				
1480		09/24	AP	02/13/24	0145724	US BANK	29.99			03/07/24
						AMAZON.COM*RI41I3PM0				
1480		09/24	AP	02/07/24	0145724	US BANK		210.00		03/07/24
						AMAZON.COM				
1480		09/24	AP	02/05/24	0145724	US BANK	210.00			03/07/24
						AMAZON.COM*R24HT0U90				
1480		09/24	AP	02/01/24	0145724	US BANK		210.00		03/07/24
						AMZN MKTP US				
1480		09/24	AP	01/30/24	0145724	US BANK	210.00			03/07/24
						AMZN MKTP US*R01Q987H2				
						ACCOUNT TOTAL	469.98	420.00	49.98	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1480		09/24	AP	02/20/24	0145724	US BANK	30.75			03/07/24
						AMAZON RET* 113-407743				
1480		09/24	AP	02/20/24	0145724	US BANK	11.79			03/07/24
						AMAZON.COM*RI8WS1G11				
1480		09/24	AP	02/19/24	0145724	US BANK	23.95			03/07/24
						AMAZON.COM*RW6IJ9CU0				
1480		09/24	AP	02/19/24	0145724	US BANK	174.90			03/07/24
						AMZN MKTP US*RW23O2CF0				
1480		09/24	AP	02/15/24	0145724	US BANK	22.41			03/07/24
						AMZN MKTP US*RI72W6JM2				
1480		09/24	AP	02/12/24	0145724	US BANK	14.99			03/07/24
						AMAZON.COM*RI2SP5J50				
1480		09/24	AP	02/12/24	0145724	US BANK	13.44			03/07/24
						AMZN MKTP US*RB61U87E2				
1480		09/24	AP	02/05/24	0145724	US BANK	12.13			03/07/24

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FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS continued									
1480		AMZN MKTP	US	09/24 AP 02/05/24 0145724	US BANK	24.82		03/07/24	
		AMAZON.COM		R248X1UZ0	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 02/05/24 0145724	US BANK	19.49		03/07/24	
		AMAZON.COM		R23DU9I92	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 02/02/24 0145724	US BANK	34.94		03/07/24	
		AMAZON.COM		R260Z7K30	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 02/01/24 0145724	US BANK	18.99		03/07/24	
		AMAZON.COM		R03Y76IH1	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 02/01/24 0145724	US BANK	19.99		03/07/24	
		AMAZON.COM		R02M87RP1	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 02/01/24 0145724	US BANK	14.11		03/07/24	
		AMAZON.COM		R29SD7DZ0	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 01/31/24 0145724	US BANK	16.43		03/07/24	
		AMAZON.COM		R08DP4D21	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 01/31/24 0145724	US BANK	46.10		03/07/24	
		AMAZON.COM		R28CR9052	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 01/31/24 0145724	US BANK	14.47		03/07/24	
		AMAZON.COM		R22J84FN2	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 01/30/24 0145724	US BANK	9.90		03/07/24	
		AMAZON.COM		R01DJ5501	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 01/29/24 0145724	US BANK	31.36		03/07/24	
		AMAZON.COM		R09TA0VC1	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 01/29/24 0145724	US BANK	48.39		03/07/24	
		AMAZON.COM		R08NN38T2	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 01/25/24 0145724	US BANK	16.25		03/07/24	
		AMAZON.COM		R00Z88FX2	YOUTH BOOKS				
1480		AMZN MKTP	US	09/24 AP 01/25/24 0145724	US BANK	27.98		03/07/24	
		AMAZON.COM		R85E86W31	YOUTH BOOKS				
		ACCOUNT TOTAL				666.07	.00	666.07	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
1480		AMZN MKTP	US	09/24 AP 02/20/24 0145724	US BANK	13.84		03/07/24	
		AMAZON.COM		RW8UM2V20	ADULT VIDEOS				
1480		AMZN MKTP	US	09/24 AP 02/09/24 0145724	US BANK	81.92		03/07/24	
		AMAZON.COM		RB42J10L1	ADULT VIDEOS				
		ACCOUNT TOTAL				95.76	.00	95.76	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
1480		AMZN MKTP	US	09/24 AP 02/05/24 0145724	US BANK	114.84		03/07/24	
		AMAZON.COM		R29761DK2	YOUNG ADULT VIDEO GAMES				
1480		AMZN MKTP	US	09/24 AP 02/02/24 0145724	US BANK	69.99		03/07/24	
		AMAZON.COM		R21HH31V2	YOUNG ADULT VIDEO GAMES				

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FUND 101 GENERAL FUND											
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES						continued					
1480		09/24 AP		02/01/24	0145724	US BANK	82.20			03/07/24	
		AMZN MKTP			US*R00I86R81	ADULT VIDEO GAMES					
1480		09/24 AP		02/01/24	0145724	US BANK	322.43			03/07/24	
		AMZN MKTP			US*R00I86R81	YOUNG ADULT VIDEO GAMES					
		ACCOUNT TOTAL						589.46	.00		589.46
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO											
1480		09/24 AP		02/09/24	0145724	US BANK	6.99			03/07/24	
		AMAZON.COM*RB42J10L1				YOUTH VIDEOS					
1480		09/24 AP		02/05/24	0145724	US BANK	5.00			03/07/24	
		AMZN MKTP			US*R23DU9I92	YOUTH VIDEOS					
		ACCOUNT TOTAL						11.99	.00		11.99
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.35			03/12/24	
		BLUE/BLACK PENS, POST-ITS				CORRECTION TAPE					
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.76			03/12/24	
		COPY PAPER									
		ACCOUNT TOTAL						3.11	.00		3.11
101-1118-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
1475		09/24 AP		02/19/24	0145724	US BANK	160.00			03/07/24	
		THE NATIONAL ASSOCIATION				2024 MEMBERSHIP-HUISMAN					
		ACCOUNT TOTAL						160.00	.00		160.00
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
1475		09/24 AP		02/14/24	0145724	US BANK	520.71			03/07/24	
		AMERICAN AIR0012115903628				FLIGHT:INRCOG MEETINGS					
1475		09/24 AP		02/14/24	0145724	US BANK	23.24			03/07/24	
		AIRPORTPARKINGRESERVATION				PARKING-DESMOINES AIRPORT					
1475		09/24 AP		02/14/24	0145724	US BANK	41.66			03/07/24	
		ALLIANZ TRAVEL INS				TRAVEL INSURANCE					
		ACCOUNT TOTAL						585.61	.00		585.61
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.35			03/12/24	
		BLUE/BLACK PENS, POST-ITS				CORRECTION TAPE					
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.76			03/12/24	
		COPY PAPER									

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									POST DT
FUND 101 GENERAL FUND									
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued									
1475		09/24	AP	01/31/24	0145724	US BANK	603.31		03/07/24
						WALMART.COM			
						LARGE WHITE BOARD			
ACCOUNT TOTAL							606.42	.00	606.42
101-1158-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1475		09/24	AP	02/14/24	0145724	US BANK	520.71		03/07/24
						AMERICAN AIR0012115903629			
						FLIGHT:INRCOG MEETINGS			
1475		09/24	AP	02/14/24	0145724	US BANK	23.25		03/07/24
						AIRPORTPARKINGRESERVATION			
						PARKING-DESMOINES AIRPORT			
1475		09/24	AP	02/14/24	0145724	US BANK	41.66		03/07/24
						ALLIANZ TRAVEL INS			
						TRAVEL INSURANCE			
ACCOUNT TOTAL							585.62	.00	585.62
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS									
1488		09/24	AP	02/26/24	0000000	SIGNS & DESIGNS, INC.	255.00		03/12/24
						BENCH PLAQUE			
1488		09/24	AP	02/26/24	0000000	SIGNS & DESIGNS, INC.	255.00		03/12/24
						BENCH PLAQUE			
ACCOUNT TOTAL							510.00	.00	510.00
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING									
1469		09/24	AP	02/15/24	0000000	COURIER LEGAL COMMUNICATIONS	601.24		03/12/24
						2/5 MTG-MINUTES/BILLS			
1469		09/24	AP	02/10/24	0000000	COURIER LEGAL COMMUNICATIONS	44.49		03/12/24
						PH NTC-N CDR HTS. RECON.			
1469		09/24	AP	02/10/24	0000000	COURIER LEGAL COMMUNICATIONS	68.33		03/12/24
						PH NTC-CV COMMERCIAL LLC			
1469		09/24	AP	02/08/24	0000000	COURIER LEGAL COMMUNICATIONS	397.25		03/12/24
						2023 SALARY NOTICE			
1469		09/24	AP	02/01/24	0000000	COURIER LEGAL COMMUNICATIONS	35.25		03/12/24
						REAPPOINTMENT NOTICE			
ACCOUNT TOTAL							1,146.56	.00	1,146.56
101-2205-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1475		09/24	AP	02/05/24	0145724	US BANK	829.00		03/07/24
						AMERICAN PLANNING A			
						APA CONFERENCE-S SHEETZ			
ACCOUNT TOTAL							829.00	.00	829.00
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									

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FUND 101 GENERAL FUND										
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES						continued				
1516		09/24	AP	02/06/24	0000000	STOREY KENWORTHY SNOW REMOVAL ORD PADS	275.40			03/12/24
ACCOUNT TOTAL							275.40	.00	275.40	
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS										
1506		09/24	AP	02/21/24	0000000	SERVICEWEAR APPAREL, INC. UNIFORM-J CASTLE POLO	25.53			03/12/24
1506		09/24	AP	02/19/24	0000000	SERVICEWEAR APPAREL, INC. UNIFORM-J WARDELL HOODED SWEATSHIRT	35.87			03/12/24
ACCOUNT TOTAL							61.40	.00	61.40	
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING										
1516		09/24	AP	01/05/24	0000000	STOREY KENWORTHY EXPIRED PERMIT ADHSV PADS	400.00			03/12/24
ACCOUNT TOTAL							400.00	.00	400.00	
101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1475		09/24	AP	01/29/24	0145724	US BANK IAPMO CERTIFICATION-J HENDERSON	95.00			03/07/24
ACCOUNT TOTAL							95.00	.00	95.00	
101-2235-412.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1518		08/24	AP	01/08/24	0145473	US BANK DESCRIPTION CORRECTION ALLEGNT AIR		374.08		03/07/24
1518		08/24	AP	01/08/24	0145473	US BANK ALLEGNT AIR FLGT:ICC CONTINUE.ED-MAI	374.08			03/07/24
ACCOUNT TOTAL							374.08	374.08	.00	
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1518		08/24	AP	01/17/24	0145473	US BANK DESCRIPTION CORRECTION INT'L CODE COUNCIL INC.		110.00		03/07/24
1518		08/24	AP	01/17/24	0145473	US BANK INT'L CODE COUNCIL INC. CERTFICATION RENEW-J.MAI	110.00			03/07/24
1518		08/24	AP	01/10/24	0145473	US BANK DESCRIPTION CORRECTION INT'L CODE COUNCIL		750.00		03/07/24
1518		08/24	AP	01/10/24	0145473	US BANK INT'L CODE COUNCIL REG:ICC CONTINUE.ED-J.MAI	750.00			03/07/24
ACCOUNT TOTAL							860.00	860.00	.00	

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FUND 101 GENERAL FUND									
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING									
1516		09/24	AP	02/20/24	0000000	COURIER LEGAL COMMUNICATIONS	56.41		03/12/24
						PH NTC-FLOOD ORDINANCE			
1516		09/24	AP	02/15/24	0000000	COURIER LEGAL COMMUNICATIONS	59.72		03/12/24
						PH NTC-P&Z TRUNNELL			
1516		09/24	AP	02/06/24	0000000	COURIER LEGAL COMMUNICATIONS	63.72		03/12/24
						PH NTC-P&Z AMINA BEGIC			
						ACCOUNT TOTAL	179.85	.00	179.85
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1494		09/24	AP	02/28/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	42.69		03/12/24
						2" BINDERS, TAPE REFILLS			
1475		09/24	AP	01/23/24	0145724	US BANK	64.78		03/07/24
						AMAZON.COM*R886J3S02			PRINTABLE STICKER
						ACCOUNT TOTAL	107.47	.00	107.47
101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP.									
1475		09/24	AP	02/07/24	0145724	US BANK	52.99		03/07/24
						AMZN MKTP US*RB50Y33R2			BIZ-TOWELS
1475		09/24	AP	01/30/24	0145724	US BANK	801.33		03/07/24
						AMAZON.COM*R26NB7160			BENCHES FOR GYM
						ACCOUNT TOTAL	854.32	.00	854.32
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT									
1494		09/24	AP	02/27/24	0000000	IOWA SPORTS SUPPLY, INC.	408.00		03/12/24
						YOUTH CATCHERS GEAR			
						ACCOUNT TOTAL	408.00	.00	408.00
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT									
1494		09/24	AP	02/15/24	0000000	IOWA SPORTS SUPPLY, INC.	140.00		03/12/24
						ADULT BASKETBALL AWARDS			
						ACCOUNT TOTAL	140.00	.00	140.00
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS									
1494		09/24	AP	02/29/24	0000000	ATLANTIC COCA-COLA	161.66		03/12/24
						CONCESSION SUPPLIES			
1475		09/24	AP	02/19/24	0145724	US BANK	53.94		03/07/24
						AMAZON.COM*RW6Q750G0			CONCESSION BEVERAGES
1494		09/24	AP	02/19/24	0000000	FAT CUP COFFEE COMPANY	82.68		03/12/24
						COFFEE SUPPLIES			

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FUND 101 GENERAL FUND									
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS						continued			
ACCOUNT TOTAL						298.28	.00	298.28	
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP									
1475		09/24 AP		02/20/24	0145724 US BANK	603.54			03/07/24
					PY *SHIRT SHACK INC. CYCLING CHALLENGE				
ACCOUNT TOTAL						603.54	.00	603.54	
101-2253-423.73-18 OTHER SUPPLIES / LIFEGUARD TRAINING SUPP.									
1475		09/24 AP		02/13/24	0145724 US BANK	92.00			03/07/24
					AMERICAN RED CROSS LIFEGUARD				
ACCOUNT TOTAL						92.00	.00	92.00	
101-2253-423.73-55 OTHER SUPPLIES / MEDIA									
1475		09/24 AP		02/05/24	0145724 US BANK	75.00			03/07/24
					FACEBK FRAPXWQ72 FACEBOOK ADS				
ACCOUNT TOTAL						75.00	.00	75.00	
101-2253-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1475		09/24 AP		02/14/24	0145724 US BANK	17.00			03/07/24
					UIOWA ONLINE PAYMENTS BLS HEALTHCARE CARDS-2				
ACCOUNT TOTAL						17.00	.00	17.00	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
1494		09/24 AP		03/01/24	0000000 ARAMARK	31.75			03/12/24
					REC CTR MATS				
1494		09/24 AP		03/01/24	0000000 IWMC	58.00			03/12/24
					WATER MANAGEMENT SERVICE				
1494		09/24 AP		02/29/24	0000000 CULLIGAN WATER CONDITIONING	57.30			03/12/24
					FEBRUARY CULLIGAN SERVICE				
1475		09/24 AP		02/12/24	0145724 US BANK	18.69			03/07/24
					O DONNELL ACE HARDWARE PICK / HOOK SET				
1475		09/24 AP		02/06/24	0145724 US BANK	12.35			03/07/24
					O DONNELL ACE HARDWARE BOLTS & WASHERS				
1475		09/24 AP		01/31/24	0145724 US BANK	53.05			03/07/24
					O DONNELL ACE HARDWARE SHOP VAC FILTER/TAPCON				
1475		09/24 AP		01/30/24	0145724 US BANK	19.69			03/07/24
					O DONNELL ACE HARDWARE SNAG RING PLIERS				
1475		09/24 AP		01/29/24	0145724 US BANK	9.69			03/07/24
					O DONNELL ACE HARDWARE DOOR BATTERIES				

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FUND 101 GENERAL FUND										
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP continued										
ACCOUNT TOTAL							260.52	.00	260.52	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
1494		09/24	AP	02/28/24	0000000	WATERLOO TENT & TARP COMPANY 10 PERMABRELLA HOOKS	75.00			03/12/24
ACCOUNT TOTAL							75.00	.00	75.00	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1444		09/24	AP	02/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT 11X17 CARDSTOCK	40.83			03/12/24
1475		09/24	AP	01/26/24	0145724	US BANK AMZN MKTP US*R010U8FM1	49.99			03/07/24
ACCOUNT TOTAL							90.82	.00	90.82	
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										
1475		09/24	AP	02/16/24	0145724	US BANK MICHAELS STORES 1246	35.95			03/07/24
1475		09/24	AP	02/12/24	0145724	US BANK DBC*BLICK ART MATERIAL	64.17			03/07/24
1475		09/24	AP	02/09/24	0145724	US BANK HOBBY-LOBBY #0135	22.14			03/07/24
1475		09/24	AP	02/08/24	0145724	US BANK WM SUPERCENTER #753	62.88			03/07/24
1475		09/24	AP	02/08/24	0145724	US BANK MICHAELS STORES 1246	27.26			03/07/24
1475		09/24	AP	02/05/24	0145724	US BANK AMZN MKTP US*R29A78M12	14.41			03/07/24
1475		09/24	AP	02/05/24	0145724	US BANK AMZN MKTP US*RB03Z5J90	48.98			03/07/24
1475		09/24	AP	02/02/24	0145724	US BANK MICHAELS STORES 1246	30.88			03/07/24
1475		09/24	AP	01/26/24	0145724	US BANK DISCOUNTSCH 8006272829	189.98			03/07/24
ACCOUNT TOTAL							496.65	.00	496.65	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
1444		09/24	AP	02/29/24	0000000	VAN DOREN'S, LLC REFRAME DALI PRINT	40.00			03/12/24
1475		09/24	AP	02/13/24	0145724	US BANK MICHAELS STORES 1246	23.43			03/07/24
1475		09/24	AP	02/09/24	0145724	US BANK WIRE, GLUE, T-PINS	45.22			03/07/24

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FUND 101 GENERAL FUND									
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES continued									
1475				09/24 AP 02/09/24	0145724	DIAMOND VOGEL PAINT #210 US BANK	8.99		03/07/24
1475				09/24 AP 02/07/24	0145724	HOBBY-LOBBY #0135 US BANK	39.93		03/07/24
1475				09/24 AP 01/24/24	0145724	O DONNELL ACE HARDWARE US BANK	150.35		03/07/24
						STAS PICTURE HANGING HOOKS FOR HANGING ART			
						ACCOUNT TOTAL	307.92	.00	307.92
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES									
1444				09/24 AP 02/14/24	0000000	BANCROFT'S FLOWERS VALENTINE'S DAY FLOWERS	107.00		03/12/24
						ACCOUNT TOTAL	107.00	.00	107.00
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.									
1475				09/24 AP 02/16/24	0145724	HILL STREET NEWS & TOBACC US BANK	3.15		03/07/24
1475				09/24 AP 02/09/24	0145724	DOLLARTREE US BANK	10.00		03/07/24
						COCKTAIL STRAWS SUPPLIES FOR RECEPTIONS			
						ACCOUNT TOTAL	13.15	.00	13.15
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE									
1475				09/24 AP 02/14/24	0145724	USPS KIOSK 1814949550 US BANK	31.80		03/07/24
						DVA POSTCARDS POSTAGE			
						ACCOUNT TOTAL	31.80	.00	31.80
101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
1475				09/24 AP 01/31/24	0145724	DIAMOND VOGEL PAINT #210 US BANK	223.10		03/07/24
1475				09/24 AP 01/30/24	0145724	FARROW BALL US BANK	140.00		03/07/24
						GALLERY PAINT - CORY'S VESTIBULE/ENTRYWAY PAINT			
						ACCOUNT TOTAL	363.10	.00	363.10
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1444				09/24 AP 03/01/24	0000000	ARAMARK MAT SERVICE	13.74		03/12/24
1444				09/24 AP 02/20/24	0000000	MINDFUL ART INSTRUCTOR 2/20/24-3/12/24	235.00		03/12/24
1444				09/24 AP 02/20/24	0000000	CLEVELAND DESIGN + PHOTO, INC	360.00		03/12/24

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FUND 101 GENERAL FUND									
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES						continued			
WHEEL THROWING INSTRUCTOR						2/29/24-4/4/24			
ACCOUNT TOTAL						608.74	.00	608.74	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS									
1475		09/24	AP	02/05/24	0145724 US BANK	43.81			03/07/24
FACEBK YF5SNB8ZLN2						WINTER 2024 FACEBOOK ADS			
1475		09/24	AP	02/02/24	0145724 US BANK	55.00			03/07/24
BUSY BEAVER BUTTON CO.						BUTTONS - PHOTO EXHIBITS			
ACCOUNT TOTAL						98.81	.00	98.81	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1475		09/24	AP	02/20/24	0145724 US BANK	129.95			03/07/24
TARGET 00017921						RECEPTION SNACKS, DRINKS			
1475		09/24	AP	02/20/24	0145724 US BANK	1,221.03			03/07/24
SHOP POP DISPLAYS						HUBER GALLERY SHADOW BOX			
1475		09/24	AP	02/19/24	0145724 US BANK	105.99			03/07/24
HY-VEE CEDAR FALLS 1052						RECEPTION FOOD			
1475		09/24	AP	02/15/24	0145724 US BANK	33.95			03/07/24
HY-VEE CEDAR FALLS 1052						V-DAY CONCERT SNACKS			
1475		09/24	AP	02/12/24	0145724 US BANK	28.76			03/07/24
ALDI 72064						V-DAY CONCERT SNACKS			
1475		09/24	AP	02/08/24	0145724 US BANK	50.00			03/07/24
IN *ROASTED VINE						MINI CUPCAKES			
ACCOUNT TOTAL						1,569.68	.00	1,569.68	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1522		09/24	AP	02/29/24	0000000 CITY LAUNDERING CO.	43.22			03/12/24
RESTOCK FIRST AID KITS									
1530		09/24	AP	02/27/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.08			03/12/24
COPY PAPER									
ACCOUNT TOTAL						49.30	.00	49.30	
101-4511-414.72-04 OPERATING SUPPLIES / SCBA SUPPLIES									
1523		09/24	AP	02/21/24	0000000 FIRE RESCUE SPECIALTY	1,500.00			03/12/24
6 MSA BREATHING APPARUS						AND FLOW TEST			
ACCOUNT TOTAL						1,500.00	.00	1,500.00	
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES									
1523		09/24	AP	02/14/24	0000000 MACHOVEC	1,655.18			03/12/24

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FUND 101 GENERAL FUND									
101-4511-414.72-07 OPERATING SUPPLIES /						EMS/RESCUE SUPPLIES	continued		
1475		09/24	AP	01/29/24	0145724	US BANK	20.18		03/07/24
						BOUND TREE MEDICAL LLC			
						GAUZE DRESSING			
						ACCOUNT TOTAL	1,675.36	.00	1,675.36
101-4511-414.72-09 OPERATING SUPPLIES /						EQUIPMENT REPAIR			
1523		09/24	AP	02/23/24	0000000	MIRACLE CAR WASH, INC.	18.69		03/12/24
						CAR WASH FOR #522;			
						SHERWOOD MEMORIAL			
						ACCOUNT TOTAL	18.69	.00	18.69
101-4511-414.72-10 OPERATING SUPPLIES /						FIRE PREVENTION			
1523		09/24	AP	03/07/24	0000000	POSITIVE PROMOTIONS, INC.	4,081.81		03/12/24
						FIRE PREVENTION MATERIALS			
						WTR BOTTLE;FIRE HAT;STCKR			
						ACCOUNT TOTAL	4,081.81	.00	4,081.81
101-4511-414.72-11 OPERATING SUPPLIES /						DUES, BOOKS, MAGAZINES			
1523		09/24	AP	03/04/24	0000000	INTERNTL.ASSOC-ARSON INVESTIG	103.00		03/12/24
						ANNUAL MEMBERSHIP-T.SMITH			
						4/1/2024 - 4/1/2025			
						ACCOUNT TOTAL	103.00	.00	103.00
101-4511-414.72-20 OPERATING SUPPLIES /						OFFICERS EQUIPMENT			
1523		09/24	AP	02/28/24	0000000	ENTENMANN-ROVIN CO.	279.50		03/12/24
						FIRE BADGES;LADAGE/TAYLOR			
						CAPTAIN PROMOTIONS			
1475		09/24	AP	01/31/24	0145724	US BANK	128.49		03/07/24
						WPSG			
						FIRE HELMET VISORS			
						ACCOUNT TOTAL	407.99	.00	407.99
101-4511-414.72-23 OPERATING SUPPLIES /						RADIO & MDC FEES			
1523		09/24	AP	03/06/24	0000000	EMERGENCY SERVICES MARKETING	810.00		03/12/24
						SUBSCRIPT.FEE-IAMRESPNDNG			
						4/15/24 - 4/14/2025			
						ACCOUNT TOTAL	810.00	.00	810.00
101-4511-414.73-06 OTHER SUPPLIES /						BUILDING REPAIR			
1523		09/24	AP	02/28/24	0000000	MILLER FENCE CO., INC.	325.00		03/12/24
						FENCE/GATE REPAIRS			
1523		09/24	AP	02/09/24	0000000	CEC	997.50		03/12/24
						REPAIR TO PAGING SYSTEM			
						CONTROL PANEL;TRAINING RM			

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GROUP	PO	ACCTG	---	TRANSACTION---	DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-4511-414.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued		
ACCOUNT TOTAL						1,322.50	.00	1,322.50
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES								
1522		09/24	AP	03/05/24	0000000	GIBSON SPECIALTY CO.	85.00	03/12/24
ACCOUNTABILITY TAGS X20								
1523		09/24	AP	03/01/24	0000000	O'DONNELL ACE HARDWARE	21.38	03/12/24
TUB & TILE CLEANER								
1523		09/24	AP	02/25/24	0000000	MENARDS-CEDAR FALLS	14.65	03/12/24
DISH SOAP								
1523		09/24	AP	02/20/24	0000000	O'DONNELL ACE HARDWARE	59.98	03/12/24
2 BOX FANS - STATION #2								
1475		09/24	AP	02/09/24	0145724	US BANK	160.27	03/07/24
FIREAWARDS.COM								
ANNUAL SERVICE AWARDS								
1475		09/24	AP	02/08/24	0145724	US BANK	48.65	03/07/24
SQ *TROPHYKITS.COM								
AWARD OF VALOR-P.RUSSELL								
1475		09/24	AP	01/31/24	0145724	US BANK	45.00	03/07/24
IOWA SPORTS SUPPLY								
LIFE SAVING CITIZEN AWARD								
ACCOUNT TOTAL						434.93	.00	434.93
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
1475		09/24	AP	02/14/24	0145724	US BANK	161.50	03/07/24
IOWA ONLINE PAYMENTS								
CPR CARDS FOR CFU								
1475		09/24	AP	02/14/24	0145724	US BANK	93.50	03/07/24
IOWA ONLINE PAYMENTS								
BLS HEALTHCARE CARDS-11								
1475		09/24	AP	02/14/24	0145724	US BANK	8.50	03/07/24
IOWA ONLINE PAYMENTS								
CPR CARD FOR CFU								
1475		09/24	AP	02/12/24	0145724	US BANK	663.00	03/07/24
IOWA ONLINE PAYMENTS								
CPR CARDS/CLASS FOR CFU								
ACCOUNT TOTAL						926.50	.00	926.50
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
1475		09/24	AP	02/19/24	0145724	US BANK	193.00	03/07/24
TST* THE OTHER PLACE CEDA								
MEALS-FIRE @ 4421 HUDSON								
ACCOUNT TOTAL						193.00	.00	193.00
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
1475		09/24	AP	02/15/24	0145724	US BANK	25.00	03/07/24
NATIONAL REGISTRY EMT								
NREMT RECER.FEE-S. SHAFER								
1475		09/24	AP	01/26/24	0145724	US BANK	649.00	03/07/24
CLARION EVENTS INC								
REG:FDIC '24 CONF.-HOEFT								
1475		09/24	AP	01/26/24	0145724	US BANK	649.00	03/07/24

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FUND 101 GENERAL FUND										
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION continued										
CLARION EVENTS INC REG:FDIC '24 CONF-HANSON										
ACCOUNT TOTAL							1,323.00	.00	1,323.00	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1523		09/24 AP		02/22/24	0000000	GALLS, LLC	75.75			03/12/24
PANTS;HANSON PANTS DMG ON DUTY										
1475		09/24 AP		01/30/24	0145724	US BANK	198.00			03/07/24
BADGEANDWALLET.COM FIRE LAPEL PINS										
1475		09/24 AP		01/26/24	0145724	US BANK	360.00			03/07/24
SQ *COVER ALL EMBROIDERY HATS-FIRE QUARTERMASTER										
ACCOUNT TOTAL							633.75	.00	633.75	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80			03/12/24
COPY PAPER										
ACCOUNT TOTAL							3.80	.00	3.80	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1522		09/24 AP		03/05/24	0000000	GIBSON SPECIALTY CO.	38.25			03/12/24
NAME PLATES CLAYPOOL/BRUNS/TAYLOR										
1522		09/24 AP		03/04/24	0000000	MARTIN BROS.DISTRIBUTING	15.99			03/12/24
COFFEE FILTERS										
1522		09/24 AP		02/29/24	0000000	CITY LAUNDERING CO.	38.76			03/12/24
RESTOCK FIRST AID KITS										
1522		09/24 AP		02/28/24	0000000	DICKEY'S PRINTING	240.00			03/12/24
CLOTH NAME TAGS;BRUGGEMAN BALTES/PUTNEY/BUCK/LENOX										
1475		09/24 AP		02/09/24	0145724	US BANK	160.28			03/07/24
FIREAWARDS.COM ANNUAL SERVICE AWARDS										
1475		09/24 AP		02/05/24	0145724	US BANK	54.08			03/07/24
WAL-MART #0753 COFFEE/SNACKS-FBI LEEDA										
1475		09/24 AP		01/29/24	0145724	US BANK	214.95			03/07/24
AMZN MKTP US*R29IV63K0 DVDS FOR PD										
1475		09/24 AP		01/24/24	0145724	US BANK	337.60			03/07/24
AMAZON.COM*R89FV6SG1 POLICE LINE TAPE-40 ROLLS										
ACCOUNT TOTAL							1,099.91	.00	1,099.91	
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
1475		09/24 AP		02/06/24	0145724	US BANK	27.70			03/07/24
SIRCHIE ACQUISITION COMPA SYRINGE COLLECTION TUBES										
ACCOUNT TOTAL							27.70	.00	27.70	

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FUND 101 GENERAL FUND									
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1522		09/24	AP	02/21/24	0000000	IOWA SPORTS SUPPLY, INC.	202.50		03/12/24
						3 YEARS OF SERV. PLAQUES			
1475		09/24	AP	02/20/24	0145724	US BANK	50.64		03/07/24
						OPTICSPLANET			
1475		09/24	AP	02/05/24	0145724	US BANK	351.00		03/07/24
						AMZN MKTP US*R27285JT1			
						TRAUMA DRESSING-PD BAGS			
						ACCOUNT TOTAL	604.14	.00	604.14
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE									
1475		09/24	AP	02/12/24	0145724	US BANK	14.37		03/07/24
						THE UPS STORE 5617			
						SHIP EXAMS TO STANARD			
						ACCOUNT TOTAL	14.37	.00	14.37
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1522		09/24	AP	03/01/24	0000000	MCKENNA MCNELLY PHOTOGRAPHY	65.00		03/12/24
						PROF.PHOTO-FERGUSON			
						ACCOUNT TOTAL	65.00	.00	65.00
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1522		09/24	AP	03/05/24	0000000	MERCYONE CEDAR FALLS FOUNDATI	184.00		03/12/24
						HEROES AMONG US TICKETS			
1475		09/24	AP	01/31/24	0145724	US BANK	30.00		03/07/24
						IA SECRETARY OF STATE			
1522		09/24	AP	01/26/24	0000000	IOWA STATE POLICE ASSOCIATION	680.00		03/12/24
						2024 MEMBER FEES			
1522		09/24	AP	01/01/24	0000000	FBI NATIONAL ACADEMY	125.00		03/12/24
						2024 DUES-J.HARRENSTEIN			
						ACCOUNT TOTAL	1,019.00	.00	1,019.00
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1475		09/24	AP	02/16/24	0145724	US BANK	268.00		03/07/24
						IA PUBLIC DEF LODGING			
1475		09/24	AP	01/29/24	0145724	US BANK	85.57		03/07/24
						CHILITOS MEXICAN BAR & GR			
1475		09/24	AP	01/29/24	0145724	US BANK	11.32		03/07/24
						CHICK-FIL-A #03679			
1475		09/24	AP	01/29/24	0145724	US BANK	69.53		03/07/24
						FREDDY'S 50-0002			
1475		09/24	AP	01/26/24	0145724	US BANK	33.21		03/07/24
						CHICK-FIL-A #03679			
1475		09/24	AP	01/25/24	0145724	US BANK	27.37		03/07/24

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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											
101-5521-415.83-05				TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)							
				JIMMY JOHNS - 0601			MEALS-CRISIS INTERV.TRNG.				
1475		09/24 AP	01/24/24	0145724	US BANK			90.15			03/07/24
				CHICK-FIL-A #03679			MEALS-CRISIS INTERV.TRNG.				
1475		09/24 AP	01/24/24	0145724	US BANK			73.26			03/07/24
				CULVERS OF WATERLOO			MEALS-CRISIS INTERV.TRNG.				
				ACCOUNT TOTAL				658.41	.00	658.41	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
1475		09/24 AP	02/14/24	0145724	US BANK			2,385.00			03/07/24
				FBI LEEDA INC			REG: SUPV.LDRSHP-HOSTING				
1475		09/24 AP	02/13/24	0145724	US BANK			500.00			03/07/24
				IN *THE CTK GROUP			REG: INT.& INTERROG.-T.FEY				
1475		09/24 AP	02/07/24	0145724	US BANK			17.99			03/07/24
				HOBBY-LOBBY #0135			NOTEPAD-FBI LEEDA TRNG.				
1475		09/24 AP	02/02/24	0145724	US BANK			100.00			03/07/24
				PAYPAL *IOWAASSOCIA			REG: ANN.CONF.IAWP-K.REA				
1475		09/24 AP	02/01/24	0145724	US BANK			100.00			03/07/24
				PAYPAL *IOWAASSOCIA			REG: ANN.CONF.IAWP-REIMERS				
1475		09/24 AP	02/01/24	0145724	US BANK			100.00			03/07/24
				PAYPAL *IOWAASSOCIA			REG: ANN.CONF.IAWP-S.MOORE				
1475		09/24 AP	01/31/24	0145724	US BANK			395.00			03/07/24
				BLUE TO GOLD			REG: B.P.REP.&TEST.-ZIKUDA				
1475		09/24 AP	01/30/24	0145724	US BANK			550.00			03/07/24
				MISSION CRITICAL CONCE			REG: RED DOT TRG-HERNANDEZ				
1475		09/24 AP	01/30/24	0145724	US BANK			500.00			03/07/24
				IN *THE CTK GROUP			REG: INT.&INTER.-SCHARNAU				
				ACCOUNT TOTAL				4,647.99	.00	4,647.99	
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY											
1475		09/24 AP	01/25/24	0145724	US BANK				230.00		03/07/24
				IOWA PRISON INDUSTRIES			CREDIT-ILEA UNIFORM-GASCA				
				ACCOUNT TOTAL				.00	230.00	230.00-	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE											
1522		09/24 AP	03/01/24	0000000	GALLS, LLC			226.95			03/12/24
				SWAT TEAM GEAR			JACKET/SHIRT/MULTICM PANT				
1475		09/24 AP	01/30/24	0145724	US BANK			250.00			03/07/24
				THE EMBLEM AUTHORITY			1000 PINK SERVICE STRIPES				
				ACCOUNT TOTAL				476.95	.00	476.95	
101-5521-415.89-99 MISCELLANEOUS SERVICES / CANINE UNIT											

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FUND 101 GENERAL FUND											
101-5521-415.89-99 MISCELLANEOUS SERVICES / CANINE UNIT						continued					
1475		09/24	AP	02/19/24	0145724	US BANK	239.99		03/07/24		
		AMZN MKTP	US*RI50Z5ZP1			TRAINING COLLAR-BOONA					
1475		09/24	AP	02/09/24	0145724	US BANK	113.14		03/07/24		
		ELITE K9 INC 2				EXTRA BITE SLEEVE-BOONA					
1475		09/24	AP	02/05/24	0145724	US BANK	430.00		03/07/24		
		DOGSFORLAW				REG:DLE CERT.-M.MARCOTTE					
1475		09/24	AP	01/31/24	0145724	US BANK	68.99		03/07/24		
		AMAZON.COM*R025V3SS1				OUTDOOR KENNEL HEATER					
1475		09/24	AP	01/23/24	0145724	US BANK	204.82		03/07/24		
		ELITE K9 INC 2				BITE SLEEVE;LEAD;CHOKE					
		ACCOUNT TOTAL						1,056.94	.00	1,056.94	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY											
1475		09/24	AP	02/19/24	0145724	US BANK	12.50		03/07/24		
		WAL-MART #0753				DUCT TAPE;SPRAY BOTTLES					
1475		09/24	AP	02/15/24	0145724	US BANK	48.22		03/07/24		
		AMZN MKTP US*RI5021DA0				ANIMAL DISINFECTANT					
1475		09/24	AP	02/14/24	0145724	US BANK	106.32		03/07/24		
		AMZN MKTP US*RB3Q67B01				LEASHES FOR PATROL CARS					
1475		09/24	AP	02/07/24	0145724	US BANK	54.50		03/07/24		
		AMAZON.COM*RB9X11MG0				2 CAT CARRIERS-STRAYS					
		ACCOUNT TOTAL						221.54	.00	221.54	
101-6613-433.72-01 OPERATING SUPPLIES // OPERATING SUPPLIES											
1514		09/24	AP	03/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.59		03/12/24		
		PAPER, PENS, POST ITS									
1514		09/24	AP	02/29/24	0000000	CITY LAUNDERING CO.	119.55		03/12/24		
		TRAUMA BAG									
1514		09/24	AP	02/22/24	0000000	STOREY KENWORTHY	13.51		03/12/24		
		REQUEST FOR LEAVE									
		ACCOUNT TOTAL						139.65	.00	139.65	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1514		09/24	AP	03/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.27		03/12/24		
		PAPER, PENS, POST ITS									
1519		09/24	AP	03/01/24	0000000	O'DONNELL ACE HARDWARE	37.37		03/12/24		
		SCREW DRIVERS									
		PROJECT#:			062506						
1514		09/24	AP	02/29/24	0000000	CITY LAUNDERING CO.	59.78		03/12/24		
		TRAUMA BAG									
1519		09/24	AP	02/28/24	0000000	ECHO GROUP, INC.	70.75		03/12/24		
		WIRE CONNECTORS									
		PROJECT#:			062503						

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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									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1488		09/24	AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	55.45		03/12/24
						ANTI FATIGUE MAT			
						PROJECT#: 062506			
1488		09/24	AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	60.40		03/12/24
						URINAL SCREENS, LINERS			
						PROJECT#: 062506			
1488		09/24	AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	254.78		03/12/24
						URINAL SCREENS, LINERS			
						PROJECT#: 062507			
1488		09/24	AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	120.10		03/12/24
						URINAL SCREENS, LINERS			
						PROJECT#: 062511			
1514		09/24	AP	02/22/24	0000000	STOREY KENWORTHY	10.81		03/12/24
						REQUEST FOR LEAVE			
1459		09/24	AP	02/21/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	725.38		03/12/24
						LINERS, SOAP, URINAL SCRE			
						PROJECT#: 062503			
1488		09/24	AP	02/21/24	0000000	MENARDS-CEDAR FALLS	59.38		03/12/24
						HDMI CABLE, USB CONVERTER			
						PROJECT#: 062506			
1488		09/24	AP	02/21/24	0000000	MENARDS-CEDAR FALLS	52.65		03/12/24
						COVER, SCREWS, ELEC BOX			
						PROJECT#: 062506			
1475		09/24	AP	02/20/24	0145724	US BANK	80.96		03/07/24
						AMZN MKTP US*RI8QC3XH1			
						PROJECT#: 062507			
1475		09/24	AP	02/12/24	0145724	US BANK	433.75		03/07/24
						AMZN MKTP US*RB2227R90			
						PROJECT#: 062501			
1475		09/24	AP	02/05/24	0145724	US BANK	23.88		03/07/24
						AMZN MKTP US*R22CE1ZY1			
						PROJECT#: 062506			
1475		09/24	AP	01/25/24	0145724	US BANK	337.94		03/07/24
						B&H PHOTO 800-606-6969			
						PROJECT#: 062506			
						ACCOUNT TOTAL	2,388.65	.00	2,388.65
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1519		09/24	AP	03/01/24	0000000	CITY BUILDERS & SUPPLY, INC.	468.00		03/12/24
						EXTERIOR REPAIRS			
						PROJECT#: 062505			
1519		09/24	AP	03/01/24	0000000	CHRISTIE DOOR COMPANY	42.00		03/12/24
						OVERHEAD DOOR BUTTONS			
						PROJECT#: 062506			
1514		09/24	AP	02/29/24	0000000	MENARDS-CEDAR FALLS	15.99		03/12/24
						PLYWOOD			
						PROJECT#: 062510			
1514		09/24	AP	02/29/24	0000000	MENARDS-CEDAR FALLS	10.69		03/12/24

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FUND 101 GENERAL FUND											
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR								continued			
HOOKS											
PROJECT#:		062506									
1488		09/24 AP		02/26/24	0000000		CSLA IOWA LLC	75.00			03/12/24
							LIGHTING SYSTEM REPAIRS				
							CITY HALL				
PROJECT#:		062501									
1459		09/24 AP		02/14/24	0000000		MENARDS-CEDAR FALLS	58.62			03/12/24
							CAULK, PVC PIPE, HOSE CON				
							NECTOR				
PROJECT#:		062511									
1459		09/24 AP		02/13/24	0000000		MENARDS-CEDAR FALLS	109.19			03/12/24
							FITTINGS-WASHING MACHINE				
							INSTALL				
PROJECT#:		062511									
1514		09/24 AP		02/09/24	0000000		COMMUNICATIONS ENGINEERING CO	997.50			03/12/24
							PA SYSTEM REPAIR				
PROJECT#:		062511									
ACCOUNT TOTAL								1,776.99	.00	1,776.99	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL											
1514		09/24 AP		03/01/24	0000000		PLUNKETT'S PEST CONTROL, INC	49.19			03/12/24
							PEST CONTROL				
PROJECT#:		062511									
1514		09/24 AP		03/01/24	0000000		PLUNKETT'S PEST CONTROL, INC	24.96			03/12/24
							PEST CONTROL				
PROJECT#:		062508									
1514		09/24 AP		03/01/24	0000000		PLUNKETT'S PEST CONTROL, INC	26.75			03/12/24
							PEST CONTROL				
PROJECT#:		062505									
1514		09/24 AP		03/01/24	0000000		PLUNKETT'S PEST CONTROL, INC	32.10			03/12/24
							PEST CONTROL				
PROJECT#:		062510									
1514		09/24 AP		03/01/24	0000000		PLUNKETT'S PEST CONTROL, INC	45.48			03/12/24
							PEST CONTROL				
PROJECT#:		062506									
1514		09/24 AP		02/02/24	0000000		PLUNKETT'S PEST CONTROL, INC	75.40			03/12/24
							PEST CONTROL				
PROJECT#:		062503									
ACCOUNT TOTAL								253.88	.00	253.88	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS											
1488		09/24 AP		03/01/24	0000000		FRESH START CLEANING SOLUTION	4,500.00			03/12/24
							JANITORIAL SERVICES				
PROJECT#:		062501									
1488		09/24 AP		03/01/24	0000000		FRESH START CLEANING SOLUTION	700.00			03/12/24
							JANITORIAL SERVICES				
PROJECT#:		062509									
1488		09/24 AP		03/01/24	0000000		FRESH START CLEANING SOLUTION	7,000.00			03/12/24

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
JANITORIAL SERVICES									
PROJECT#:		062507							
1488		09/24 AP		03/01/24	0000000	FRESH START CLEANING SOLUTION	3,165.00		03/12/24
JANITORIAL SERVICES									
PROJECT#:		062511							
1488		09/24 AP		03/01/24	0000000	FRESH START CLEANING SOLUTION	770.00		03/12/24
JANITORIAL SERVICES									
PROJECT#:		062508							
1488		09/24 AP		03/01/24	0000000	FRESH START CLEANING SOLUTION	3,300.00		03/12/24
JANITORIAL SERVICES									
PROJECT#:		062503							
1488		09/24 AP		03/01/24	0000000	FRESH START CLEANING SOLUTION	1,865.00		03/12/24
JANITORIAL SERVICES									
PROJECT#:		062506							
1488		09/24 AP		03/01/24	0000000	FRESH START CLEANING SOLUTION	1,500.00		03/12/24
JANITORIAL SERVICES									
PROJECT#:		062505							
1519		09/24 AP		03/01/24	0000000	ARAMARK	134.80		03/12/24
MAT AND TOWEL SERVICE									
PROJECT#:		062506							
1519		09/24 AP		03/01/24	0000000	ARAMARK	56.85		03/12/24
MAT SERVICE									
PROJECT#:		062501							
1488		09/24 AP		02/16/24	0000000	BLACKHAWK SPRINKLERS, INC.	194.50		03/12/24
FIRE SPRINKLER INSPECTION									
PROJECT#:		062507				REC CENTER			
1488		09/24 AP		02/16/24	0000000	BLACKHAWK SPRINKLERS, INC.	201.95		03/12/24
FIRE SPRINKLER INSPECTION									
PROJECT#:		062506				TRANSFER STATION			
ACCOUNT TOTAL							23,388.10	.00	23,388.10
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING									
1488		09/24 AP		02/22/24	0000000	PLUMB TECH INC.	652.61		03/12/24
HVAC REPAIR									
PROJECT#:		062511				PUBLIC SAFETY			
1488		09/24 AP		02/22/24	0000000	PLUMB TECH INC.	7,528.00		03/12/24
REZNOR UNITS FOR SHOP									
PROJECT#:		062506				2200 TECHNOLOGY			
1488		09/24 AP		02/22/24	0000000	PLUMB TECH INC.	1,454.97		03/12/24
HVAC REPAIR									
PROJECT#:		062506				PUBLIC SAFETY			
ACCOUNT TOTAL							9,635.58	.00	9,635.58
101-6616-446.93-01 EQUIPMENT / EQUIPMENT									
1519		09/24 AP		02/19/24	0000000	LED SAVE	11,838.24		03/12/24

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FUND 101 GENERAL FUND									
101-6616-446.93-01						EQUIPMENT / EQUIPMENT			continued
						CIP 172			
						PROJECT#: 062503			
						ACCOUNT TOTAL	11,838.24	.00	11,838.24
101-6623-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1488				09/24 AP 02/29/24	0000000	EUROFINS CEDAR FALLS	24.61		03/12/24
						PRO SHOP WATER TEST			
						ACCOUNT TOTAL	24.61	.00	24.61
101-6625-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1475				09/24 AP 02/07/24	0145724	US BANK	38.46		03/07/24
						FORNEY LP LATCH CLAMP TAB			
						ACCOUNT TOTAL	38.46	.00	38.46
101-6625-432.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
1469				09/24 AP 03/02/24	0000000	THOMPSON SHOES	175.00		03/12/24
						SAFETY SHOES-C HAGER P.O. 56945			
						ACCOUNT TOTAL	175.00	.00	175.00
101-6625-432.72-99						OPERATING SUPPLIES / POSTAGE			
1475				09/24 AP 02/05/24	0145724	US BANK	62.27		03/07/24
						THE UPS STORE 5617 POSTAGE-SURVEY EQUIPMENT			
						ACCOUNT TOTAL	62.27	.00	62.27
101-6625-432.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT			
1501				09/24 AP 02/16/24	0000000	SEILER INSTRUMENT & MFG. CO.,	580.00		03/12/24
						TRIMBLE S5 ALIGN SERVICE			
						ACCOUNT TOTAL	580.00	.00	580.00
101-6633-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1514				09/24 AP 03/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	19.76		03/12/24
						PAPER, PENS, POST ITS			
1514				09/24 AP 02/22/24	0000000	STOREY KENWORTHY	40.54		03/12/24
						REQUEST FOR LEAVE			
						ACCOUNT TOTAL	60.30	.00	60.30

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FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1519		09/24	AP	03/05/24	0000000 O'DONNELL ACE HARDWARE	29.99			03/12/24
1514		09/24	AP	02/29/24	0000000 CITY LAUNDERING CO.	119.55			03/12/24
1514		09/24	AP	02/29/24	0000000 MENARDS-CEDAR FALLS	41.98			03/12/24
1514		09/24	AP	02/29/24	0000000 MENARDS-CEDAR FALLS	53.26			03/12/24
1459		09/24	AP	02/28/24	0000000 O'DONNELL ACE HARDWARE	9.99			03/12/24
1459		09/24	AP	02/27/24	0000000 DOG WASTE DEPOT	378.66			03/12/24
1459		09/24	AP	02/23/24	0000000 POLK'S LOCK SERVICE, INC.	24.00			03/12/24
1459		09/24	AP	02/20/24	0000000 ZIMCO SUPPLY CO.	260.00			03/12/24
1475		09/24	AP	02/19/24	0145724 US BANK	24.94			03/07/24
1475		09/24	AP	02/13/24	0145724 US BANK	13.97			03/07/24
1475		09/24	AP	01/25/24	0145724 US BANK	101.62			03/07/24
1519		09/24	AP	12/29/23	0000000 BUILDERS SELECT LLC	25.00			03/12/24
ACCOUNT TOTAL						1,082.96	.00	1,082.96	
101-6633-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1475		09/24	AP	01/25/24	0145724 US BANK	185.00			03/07/24
1475		09/24	AP	01/25/24	0145724 US BANK	185.00			03/07/24
ACCOUNT TOTAL						370.00	.00	370.00	
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1518		08/24	AP	01/04/24	0145473 US BANK		230.00		03/07/24
1518		08/24	AP	01/04/24	0145473 US BANK	230.00			03/07/24
1518		08/24	AP	01/02/24	0145473 US BANK		210.00		03/07/24
1518		08/24	AP	01/02/24	0145473 US BANK	210.00			03/07/24
ACCOUNT TOTAL						440.00	440.00	.00	

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FUND 101 GENERAL FUND									
FUND TOTAL							113,389.28	2,494.32	110,894.96
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1514		09/24 AP		03/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	13.18		03/12/24
1514		09/24 AP		02/22/24	0000000	STOREY KENWORTHY REQUEST FOR LEAVE	27.03		03/12/24
ACCOUNT TOTAL							40.21	.00	40.21
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
1475		09/24 AP		01/30/24	0145724	US BANK	81.89		03/07/24
1475		09/24 AP		01/30/24	0145724	US BANK	9.58		03/07/24
ACCOUNT TOTAL							91.47	.00	91.47
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1469		09/24 AP		03/02/24	0000000	THOMPSON SHOES	161.50		03/12/24
1469		09/24 AP		03/02/24	0000000	SAFETY SHOES-C YOKEM P.O. 56940	175.00		03/12/24
1469		09/24 AP		03/02/24	0000000	THOMPSON SHOES P.O. 56946	144.50		03/12/24
1514		09/24 AP		02/29/24	0000000	SAFETY SHOES-R EKLENBORG P.O. 56948	119.55		03/12/24
ACCOUNT TOTAL							600.55	.00	600.55
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1459		09/24 AP		02/19/24	0000000	MENARDS-CEDAR FALLS	22.95		03/12/24
1514		09/24 AP		12/12/23	0000000	IOWA DEPT-TRANSPORTATION REG:PCC LEVEL II RECERT. N. ERICKSON;CEDAR RAPIDS	120.00		03/12/24
ACCOUNT TOTAL							142.95	.00	142.95
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING									
1459		09/24 AP		02/26/24	0000000	BLACK HAWK RENTAL	61.98		03/12/24
1459		09/24 AP		02/21/24	0000000	ZIMCO SUPPLY CO. DITCH WEED SAPLING MAINT	144.00		03/12/24

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING continued									
1514		09/24	AP	02/12/24	0000000	OUTDOOR & MORE GRINDER BLADE	64.95		03/12/24
ACCOUNT TOTAL							270.93	.00	270.93
206-6637-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1475		09/24	AP	02/06/24	0145724	US BANK	660.00		03/07/24
1518		08/24	AP	12/21/23	0145473	ISU EVENT REGISTRATION REG:WORK ZONE SAFETY 2/27		895.00	03/07/24
1518		08/24	AP	12/21/23	0145473	US BANK	895.00		03/07/24
ACCOUNT TOTAL							1,555.00	895.00	660.00
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1514		09/24	AP	03/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.59		03/12/24
1514		09/24	AP	02/22/24	0000000	PAPER, PENS, POST ITS STOREY KENWORTHY	13.51		03/12/24
ACCOUNT TOTAL							20.10	.00	20.10
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1488		09/24	AP	02/21/24	0000000	ECHO GROUP, INC.	248.29		03/12/24
1488		09/24	AP	02/21/24	0000000	JUNCTION BOX/HOLE STRAP COUPLER/CONNECTOR	10.97		03/12/24
1459		09/24	AP	02/20/24	0000000	WOOD SCREWS O'DONNELL ACE HARDWARE	15.96		03/12/24
1459		09/24	AP	02/14/24	0000000	PULL CHAIN FOR LIGHT MENARDS-CEDAR FALLS	6.38		03/12/24
1488		09/24	AP	01/24/24	0000000	WALLPLATE INSERT/GFCI COV ECHO GROUP, INC.	6.76		03/12/24
ACCOUNT TOTAL							288.36	.00	288.36
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1514		09/24	AP	02/29/24	0000000	TRAUMA BAG CITY LAUNDERING CO.	59.78		03/12/24
ACCOUNT TOTAL							59.78	.00	59.78
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS									

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS continued									
1488		09/24	AP	12/15/23	0000000	TRAFFIC CONTROL CORPORATION POWER SUPPLY	670.00		03/12/24
ACCOUNT TOTAL							670.00	.00	670.00
206-6647-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1459		09/24	AP	02/19/24	0000000	TRAFFIC CONTROL CORPORATION SIGNAL EQUIPMENT REPAIR	1,600.00		03/12/24
ACCOUNT TOTAL							1,600.00	.00	1,600.00
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1514		09/24	AP	03/01/24	0000000	GENERAL TRAFFIC CONTROLS, INC CONTROLLER UPGRADE	4,374.00		03/12/24
1514		09/24	AP	03/01/24	0000000	GENERAL TRAFFIC CONTROLS, INC BATTERY BACKUP	6,775.00		03/12/24
1488		09/24	AP	12/06/23	0000000	TRAFFIC CONTROL CORPORATION FLASHER ASSEMBLY	8,985.00		03/12/24
ACCOUNT TOTAL							20,134.00	.00	20,134.00
FUND TOTAL							25,473.35	895.00	24,578.35
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1530		09/24	AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28		03/12/24
ACCOUNT TOTAL							2.28	.00	2.28
FUND TOTAL							2.28	.00	2.28
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1530		09/24	AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.52		03/12/24
ACCOUNT TOTAL							1.52	.00	1.52
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING									

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GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 223 COMMUNITY BLOCK GRANT								
223-2224-432.72-19					OPERATING SUPPLIES / PRINTING	continued		
1518		08/24 AP		01/04/24	0004862	COURIER LEGAL COMMUNICATIONS	47.83	03/07/24
						ADD PROJ./ACCT CORRECTION		
						PH NTC-'24 CDBG SAN.REHAB		
ACCOUNT TOTAL						0.00	47.83	47.83-
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT								
1516		09/24 AP		01/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,312.94	03/12/24
						JANUARY EXPENSES		
PROJECT#:					023325			
1518		08/24 AP		01/04/24	0004862	COURIER LEGAL COMMUNICATIONS	47.83	03/07/24
						PH NTC-'24 CDBG SAN.REHAB		
PROJECT#:					023325			
ACCOUNT TOTAL						1,360.77	.00	1,360.77
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
1516		09/24 AP		01/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	273.87	03/12/24
						JANUARY EXPENSES		
1516		09/24 AP		01/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	157.94	03/12/24
						JANUARY EXPENSES		
ACCOUNT TOTAL						431.81	.00	431.81
FUND TOTAL						1,794.10	47.83	1,746.27
FUND 224 TRUST & AGENCY								
FUND 242 STREET REPAIR FUND								
242-1240-431.92-85					STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION			
1501		09/24 AP		02/21/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	334.50	03/12/24
						SERVICES THROUGH 01/31/24		
PROJECT#:					023238			
1501		09/24 AP		01/15/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	4,413.50	03/12/24
						SERVICES THROUGH 12/31/23		
PROJECT#:					023238			
ACCOUNT TOTAL						4,748.00	.00	4,748.00
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT								
1501		09/24 AP		03/04/24	0000000	PETERSON CONTRACTORS	164,340.00	03/12/24
						3283-MAIN ST RECONSTRUCT		
PROJECT#:					023283			
1501		09/24 AP		03/04/24	0000000	K3D, LLC	3,700.00	03/12/24
						3283-MAIN ST RECONSTRUCT		
PROJECT#:					023283	NON-RESI RELOCATION REIMB		

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued			
1501		09/24 AP		03/04/24	0000000	K3D, LLC	21,300.00		03/12/24
						3283-MAIN ST RECONSTRUCT			
						NON-RESI RELOCATION REIMB			
PROJECT#:					023283				
1501		09/24 AP		02/21/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	793.21		03/12/24
						3283-MAIN ST RECONSTRUCT			
						SERVICES THROUGH 01/31/24			
PROJECT#:					023283				
1501		09/24 AP		10/27/23	0000000	FOTH INFRASTRUCTURE & ENVIRON	24,632.57		03/12/24
						3283-MAIN ST RECONSTRUCT			
						SERVICES THROUGH 09/30/23			
PROJECT#:					023283				
						ACCOUNT TOTAL	214,765.78	.00	214,765.78
						FUND TOTAL	219,513.78	.00	219,513.78
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.75		03/12/24
						BLUE/BLACK PENS, POST-ITS			
						CORRECTION TAPE			
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04		03/12/24
						COPY PAPER			
1475		09/24 AP		02/20/24	0145724	US BANK		13.86	03/07/24
						ENVATO			
						REFUND:TAX-ANNUAL SUBSCR.			
1475		09/24 AP		02/20/24	0145724	US BANK	211.86		03/07/24
						ENVATO			
						ANNUAL STOCK ELEMENTS			
1475		09/24 AP		01/26/24	0145724	US BANK	53.34		03/07/24
						AMZN MKTP US*R01TU3JS2			
						RELEASABLE CABLE TIES			
						ACCOUNT TOTAL	271.99	13.86	258.13
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1475		09/24 AP		02/12/24	0145724	US BANK	94.51		03/07/24
						CASEYS PIZZA 1887			
						MEAL:BB CREW DBL HEADER			
1475		09/24 AP		02/05/24	0145724	US BANK	22.07		03/07/24
						KWIK STAR 28300002832			
						MEAL:BASKETBALL GAME			
1475		09/24 AP		02/05/24	0145724	US BANK	7.20		03/07/24
						KWIK STAR 28300002832			
						MEAL:CF GIRLS WRESTLING			
1475		09/24 AP		02/05/24	0145724	US BANK	68.00		03/07/24
						TST* COACHS CORNER SPORT			
						MEAL:CF GIRLS WRESTLING			
1475		09/24 AP		02/02/24	0145724	US BANK	10.37		03/07/24
						MCDONALD'S M2058			
						MEAL:CF GIRLS WRESTLING			
1475		09/24 AP		01/29/24	0145724	US BANK	88.51		03/07/24
						CASEYS PIZZA 1887			
						MEAL:BB CREW DBL HEADER			
1475		09/24 AP		01/29/24	0145724	US BANK	12.88		03/07/24
						TACO TICO			
						MEAL:CF GIRLS WRESTLING			
						ACCOUNT TOTAL	303.54	.00	303.54

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 254 CABLE TV FUND									
254-1088-431.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
1475		09/24 AP		02/19/24	0145724	US BANK	100.00		03/07/24
						FS COM INC			
						SFP MODULES-CABLE TV			
						ACCOUNT TOTAL	100.00	.00	100.00
254-1088-431.93-01 EQUIPMENT / EQUIPMENT									
1475		09/24 AP		02/07/24	0145724	US BANK	517.36		03/07/24
						B&H PHOTO 800-606-6969			
						LEXAR 512GB SDXC MEM CARD			
						ACCOUNT TOTAL	517.36	.00	517.36
						FUND TOTAL	1,192.89	13.86	1,179.03
FUND 258 PARKING FUND									
258-5531-435.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.35		03/12/24
						BLUE/BLACK PENS, POST-ITS			
						CORRECTION TAPE			
1530		09/24 AP		02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		03/12/24
						COPY PAPER			
						ACCOUNT TOTAL	4.63	.00	4.63
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES									
1469		09/24 AP		02/29/24	0000000	IPS GROUP, INC	2,817.79		03/12/24
						PARKING CITATION FEES			
						FEBRUARY 2024			
1469		09/24 AP		02/29/24	0000000	IPS GROUP, INC	160.89		03/12/24
						GATEWAY FEES-FEBRUARY'24			
						(2 PAY STATIONS)			
						ACCOUNT TOTAL	2,978.68	.00	2,978.68
						FUND TOTAL	2,983.31	.00	2,983.31
FUND 261 TOURISM & VISITORS									
261-2291-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1475		09/24 AP		01/26/24	0145724	US BANK	30.48		03/07/24
						AMZN MKTP US*R010W83B2			
						PADLOCKS W/KEYS			
						ACCOUNT TOTAL	30.48	.00	30.48
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE									
1512		09/24 AP		02/22/24	0000000	PROFESSIONAL OFFICE SERVICES	599.70		03/12/24
						VG MAILING FEB24			
						460 GUIDES-TRAVL IA LEADS			

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
									BALANCE	----
FUND 261 TOURISM & VISITORS										
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
PROJECT#: 032432										
ACCOUNT TOTAL							599.70	.00	599.70	
261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS										
1475		09/24	AP	02/16/24	0145724	US BANK	59.72			03/07/24
WM SUPERCENTER #753 SUPPLIES FOR OMAHA SPORT										
ACCOUNT TOTAL							59.72	.00	59.72	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
1475		09/24	AP	02/12/24	0145724	US BANK	150.16			03/07/24
FACEBK BHRSYWTFB2 MOXIE TRAFFIC-TOURISM										
1475		09/24	AP	02/12/24	0145724	US BANK	12.65			03/07/24
FACEBK ESEVYWTFB2 MOXIE - TOURISM AD /										
1475		09/24	AP	02/02/24	0145724	US BANK	279.50			03/07/24
GOOGLE ADS4363039278 MOXIE QTR 2-GOOGLE ADS										
1475		09/24	AP	01/29/24	0145724	US BANK	175.00			03/07/24
FACEBK Q3KLGWTFB2 MOXIE-FLIGHT 2B-WINTER										
ACCOUNT TOTAL							617.31	.00	617.31	
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1475		09/24	AP	02/12/24	0145724	US BANK	244.16			03/07/24
WILD ROSE RESORT HOTEL HOTEL: LEADERSHIP SUMMIT										
PROJECT#: 032424										
1475		09/24	AP	02/09/24	0145724	US BANK	17.67			03/07/24
TST* CANDLELIGHT INN - CL MEAL-TOURISM LEADERSHIP										
PROJECT#: 032424										
ACCOUNT TOTAL							261.83	.00	261.83	
261-2291-423.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS										
1512		09/24	AP	02/27/24	0000000	VIST FORT DODGE/FORT DODGE CV	668.07			03/12/24
BOOTH EXPENSES 2024 OMAHA INTNL BOAT/TRAVEL SHOW										
ACCOUNT TOTAL							668.07	.00	668.07	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
1512		09/24	AP	03/01/24	0000000	ARAMARK	7.80			03/12/24
MAT SERVICE										
ACCOUNT TOTAL							7.80	.00	7.80	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS									
1512		09/24	AP	02/28/24	0000000	CEDAR FALLS HISTORICAL SOCIET	250.00		03/12/24
						SPONSOR ICE HOUSE DURING			
						STURGIS FALLS WEEKEND			
						ACCOUNT TOTAL	250.00	.00	250.00
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS									
1512		09/24	AP	02/22/24	0000000	IOWA HIGH SCHOOL SPEECH ASSOC	500.00		03/12/24
						IHSSA SPONSORSHIP			
						ACCOUNT TOTAL	500.00	.00	500.00
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS									
1509		09/24	AP	03/05/24	0000000	MILLER, ALEXANDER	1,500.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			
						PROJECT#: 032372			
1509		09/24	AP	03/05/24	0000000	STOUT, AMANDA	1,500.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			
						PROJECT#: 032372			
1509		09/24	AP	03/05/24	0000000	WEGNER, AMBER	1,500.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			
						PROJECT#: 032372			
1509		09/24	AP	03/05/24	0000000	GOTERA, AMELIA	3,000.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			
						PROJECT#: 032372			
1509		09/24	AP	03/05/24	0000000	MILLER, BRET	1,500.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			
						PROJECT#: 032372			
1509		09/24	AP	03/05/24	0000000	BARDLE, CAITLYN	1,500.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			
						PROJECT#: 032372			
1509		09/24	AP	03/05/24	0000000	SLACK, CASEY	1,500.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			
						PROJECT#: 032372			
1509		09/24	AP	03/05/24	0000000	MCKINZIE, CHAD	1,500.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			
						PROJECT#: 032372			
1509		09/24	AP	03/05/24	0000000	VANDER WIEL, JAYLIN	3,000.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			
						PROJECT#: 032372			
1509		09/24	AP	03/05/24	0000000	DESNOYERS, KARIN	3,000.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			
						PROJECT#: 032372			
1509		09/24	AP	03/05/24	0000000	RUNYAN, LEAH	1,500.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			
						PROJECT#: 032372			
1509		09/24	AP	03/05/24	0000000	INGAMELLS, MARY KAY	1,500.00		03/12/24
						2ND/FINAL PYMNT PANTHERS			
						ON PARADE ARTIST FEE			

GROUP	PO	ACCTG	---TRANSACTION---						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS						continued			
PROJECT#: 032372									
1509		09/24 AP	03/05/24	0000000		HEINE, RACHEL ON PARADE ARTIST FEE	3,000.00		03/12/24
PROJECT#: 032372									
1509		09/24 AP	03/05/24	0000000		SMITH, RACHAEL ON PARADE ARTIST FEE	1,500.00		03/12/24
PROJECT#: 032372									
1509		09/24 AP	03/05/24	0000000		GAVIN, SALINA ON PARADE ARTIST FEE	1,500.00		03/12/24
PROJECT#: 032372									
1509		09/24 AP	03/05/24	0000000		FITZGERALD, SARA ON PARADE ARTIST FEE	4,500.00		03/12/24
PROJECT#: 032372									
1509		09/24 AP	03/05/24	0000000		FEVER, STEPHANIE ON PARADE ARTIST FEE	1,500.00		03/12/24
PROJECT#: 032372									
1509		09/24 AP	03/05/24	0000000		ROLINGER, SUSAN ON PARADE ARTIST FEE	1,500.00		03/12/24
PROJECT#: 032372									
1509		09/24 AP	03/05/24	0000000		SOBCZAK, ROBERT ON PARADE ARTIST FEE	1,500.00		03/12/24
PROJECT#: 032372									
1509		09/24 AP	03/05/24	0000000		BARDLE, RICHARD CHARLES ON PARADE ARTIST FEE	1,500.00		03/12/24
PROJECT#: 032372									
ACCOUNT TOTAL							39,000.00	.00	39,000.00
261-2291-423.93-01 EQUIPMENT / EQUIPMENT									
1475		09/24 AP	01/31/24	0145724		US BANK HEAVY DUTY 2-WHEELER	76.00		03/07/24
ACCOUNT TOTAL							76.00	.00	76.00
FUND TOTAL							42,070.91	.00	42,070.91
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1162		09/24 AP	02/14/24	0000000		DEMCO, INC WALL-MOUNT BROCHRE DSPLAY	545.39		03/12/24
ACCOUNT TOTAL							545.39	.00	545.39
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1480		09/24 AP	02/20/24	0145724		US BANK	19.29		03/07/24

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1480		09/24	AP	02/05/24	0145724	US BANK	32.91		03/07/24
						AMAZON.COM*RI9JK3P21			
						AMAZON.COM*R26V69JH1			
						COFFEE CREAMER			
						DECAF & REG. COFFEE			
						ACCOUNT TOTAL	52.20	.00	52.20
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1162		09/24	AP	03/01/24	0000000	ARAMARK	7.80		03/12/24
						COMM. CENTER MAT SERVICE			
1162		09/24	AP	02/16/24	0000000	ARAMARK	7.80		03/12/24
						COMM. CENTER MAT SERVICE			
1162		09/24	AP	02/16/24	0000000	MUSSIG, QUENTIN	75.00		03/12/24
						PIANO EVALUATION			
						ACCOUNT TOTAL	90.60	.00	90.60
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
1162		09/24	AP	02/28/24	0000000	HEARST CENTER FOR THE ARTS	140.00		03/12/24
						PAINT ALONG 2/28/24			
1480		09/24	AP	02/20/24	0145724	US BANK	21.99		03/07/24
						AMZN MKTP US*RW8MZ7VE0			
						CALLIGRAPHY INK			
1480		09/24	AP	02/12/24	0145724	US BANK	47.81		03/07/24
						AMZN MKTP US*RI0UF7OR0			
						FOUNTAIN PENS			
						ACCOUNT TOTAL	209.80	.00	209.80
						FUND TOTAL	897.99	.00	897.99
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE									
1501		09/24	AP	03/05/24	0000000	PETERSON CONTRACTORS	70,877.22		03/12/24
						3290-CEDAR RIVER REC			
						PROJECT#:			
						023290			
1506		09/24	AP	01/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	2,153.83		03/12/24

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE						continued			
3290-CEDAR RIVER REC						JANUARY EXPENSES			
PROJECT#:						023290			
ACCOUNT TOTAL							73,031.05	.00	73,031.05
FUND TOTAL							73,031.05	.00	73,031.05
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
410-1220-431.96-78 SEWER BOND PROJECTS / NUTRIENT REMOV/FAC PLAN									
1510		09/24	AP	03/04/24	0000000	EUROFINS CEDAR FALLS	2,282.00		03/12/24
PROJECT#:						023322			
1510		09/24	AP	03/04/24	0000000	EUROFINS CEDAR FALLS	2,738.00		03/12/24
PROJECT#:						023322			
1510		09/24	AP	03/04/24	0000000	EUROFINS CEDAR FALLS	2,289.00		03/12/24
PROJECT#:						023322			
ACCOUNT TOTAL							7,309.00	.00	7,309.00
FUND TOTAL							7,309.00	.00	7,309.00
FUND 430 2004 TIF BOND									
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES									
1469		09/24	AP	02/29/24	0000000	AHLERS AND COONEY, P.C.	240.00		03/12/24
LGL:CONTESTED SERV. AREA						01/16/24-02/07/24			
1469		09/24	AP	02/29/24	0000000	AHLERS AND COONEY, P.C.	413.00		03/12/24
LGL:ANNEXATION REPRESENT.						01/18/24			
ACCOUNT TOTAL							653.00	.00	653.00
FUND TOTAL							653.00	.00	653.00
FUND 431 2014 BOND									
FUND 432 2003 BOND									

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
									POST DT
FUND 433	2001	TIF							
FUND 434	2024	BOND							
FUND 435	1999	TIF							
FUND 436	2012	BOND							
FUND 437	2018	BOND							
FUND 438	2020	BOND FUND							
438-1220-431.98-83						CEDAR HGTS DRIVE RECON			
1501				09/24	AP 02/27/24 0000000	SNYDER & ASSOCIATES, INC.	3,751.75		03/12/24
						3171-CEDAR HEIGHTS RECON			
						THROUGH 01/31/24			
PROJECT#:						023171			
						ACCOUNT TOTAL	3,751.75	.00	3,751.75
						FUND TOTAL	3,751.75	.00	3,751.75
FUND 439	2022	BOND FUND							
439-1220-431.98-87						CAPITAL PROJECTS / SLOPE REPAIR			
1501				09/24	AP 02/16/24 0000000	AECOM TECHNICAL SERVICES, INC	4,318.46		03/12/24
						3256-GREENWOOD CEM SLOPE			
						01/13-02/09/24			
PROJECT#:						023256			
						ACCOUNT TOTAL	4,318.46	.00	4,318.46
						FUND TOTAL	4,318.46	.00	4,318.46
FUND 443		CAPITAL PROJECTS							
443-1220-431.98-81						CAPITAL PROJECTS / PICKLE BALL COURTS			
1494				09/24	AP 02/26/24 0000000	ECHO GROUP, INC	95.27		03/12/24
						ORCHARD HILL PARK			
PROJECT#:						023331			
						ACCOUNT TOTAL	95.27	.00	95.27
						FUND TOTAL	95.27	.00	95.27
FUND 472		PARKADE RENOVATION							
FUND 473		SIDEWALK ASSESSMENT							
FUND 483		ECONOMIC DEVELOPMENT							
FUND 484		ECONOMIC DEVELOPMENT LAND							
FUND 541	2018	STORM WATER BONDS							

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 544	2008	SEWER BONDS							
FUND 545	2018	SEWER BONDS							
FUND 546		SEWER IMPROVEMENT FUND							
FUND 547		SEWER RESERVE FUND							
FUND 548	1997	SEWER BOND FUND							
FUND 549	1992	SEWER BOND FUND							
FUND 550	2000	SEWER BOND FUND							
FUND 551		REFUSE FUND							
551-6675-436.71-01		OFFICE SUPPLIES / OFFICE SUPPLIES							
1514	09/24	AP 03/04/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	19.77		03/12/24
						PAPER, PENS, POST ITS			
1514	09/24	AP 02/22/24	0000000			STOREY KENWORTHY	40.54		03/12/24
						REQUEST FOR LEAVE			
						ACCOUNT TOTAL	60.31	.00	60.31
551-6685-436.71-01		OFFICE SUPPLIES / OFFICE SUPPLIES							
1514	09/24	AP 03/04/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	35.58		03/12/24
						PAPER, PENS, POST ITS			
1514	09/24	AP 03/04/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	6.48		03/12/24
						PAPER CLIPS			
1514	09/24	AP 02/22/24	0000000			STOREY KENWORTHY	72.97		03/12/24
						REQUEST FOR LEAVE			
						ACCOUNT TOTAL	115.03	.00	115.03
551-6685-436.72-01		OPERATING SUPPLIES / OPERATING SUPPLIES							
1514	09/24	AP 02/29/24	0000000			CULLIGAN WATER CONDITIONING	7.75		03/12/24
						WATER AT TRANSFER STATION			
1514	09/24	AP 02/29/24	0000000			CULLIGAN WATER CONDITIONING	15.50		03/12/24
						WATER AT TRANSFER STATION			
						ACCOUNT TOTAL	23.25	.00	23.25
551-6685-436.72-16		OPERATING SUPPLIES / TOOLS							
1459	09/24	AP 02/20/24	0000000			MENARDS-CEDAR FALLS	43.94		03/12/24
						BOX CUTTERS FOR RECYCLING			
1488	09/24	AP 02/07/24	0000000			CAMPBELL SUPPLY WATERLOO	121.51		03/12/24
						GRINDER FOR RECYCLING AND			
						TRANSFER PROJECTS			
						ACCOUNT TOTAL	165.45	.00	165.45
551-6685-436.72-60		OPERATING SUPPLIES / SAFETY SUPPLIES							
1469	09/24	AP 03/02/24	0000000			THOMPSON SHOES	175.00		03/12/24
						SAFETY SHOE-R CHRISTOPHER			
						P.O. 56947			
1514	09/24	AP 02/29/24	0000000			CITY LAUNDERING CO.	119.55		03/12/24
						TRAUMA BAG			

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FUND 551 REFUSE FUND									
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES						continued			
1514		09/24	AP	02/29/24	0000000	CITY LAUNDERING CO. FIRST AID RECYCLING	63.96		03/12/24
ACCOUNT TOTAL							358.51	.00	358.51
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
1514		09/24	AP	02/29/24	0000000	MENARDS-CEDAR FALLS TOLIET SEAT FOR RECYCLING	31.02		03/12/24
ACCOUNT TOTAL							31.02	.00	31.02
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1488		09/24	AP	03/01/24	0000000	WEIKERT IRON AND METAL	1,498.00		03/12/24
						APPLIANCE RECYCLING			
1514		09/24	AP	03/01/24	0000000	T & W GRINDING	21,330.52		03/12/24
						COMPOST SITE CONTRACT MGT			
						01/01/24-03/31/24			
1488		09/24	AP	02/26/24	0000000	MIDWEST ELECTRONIC RECOVERY	656.95		03/12/24
						E WASTE RECYCLING			
1514		09/24	AP	02/24/24	0000000	LIBERTY TIRE RECYCLING, LLC	763.06		03/12/24
						TIRE RECYCLING			
1459		09/24	AP	02/19/24	0000000	MIDWEST ELECTRONIC RECOVERY	1,979.95		03/12/24
						E WASTE RECYCLING			
1488		09/24	AP	02/09/24	0000000	SAM ANNIS & CO.	90.20		03/12/24
						PROPANE TANK REFILL			
ACCOUNT TOTAL							26,318.68	.00	26,318.68
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
1488		09/24	AP	02/15/24	0000000	ROUTEWARE, INC.	14,892.96		03/12/24
						SERVICE & SUPPORT FEES			
						2ND QUARTER 2024			
ACCOUNT TOTAL							14,892.96	.00	14,892.96
FUND TOTAL							41,965.21	.00	41,965.21
FUND 552 SEWER RENTAL FUND									
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1514		09/24	AP	03/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	10.54		03/12/24
						PAPER, PENS, POST ITS			
1514		09/24	AP	02/22/24	0000000	STOREY KENWORTHY	21.61		03/12/24
						REQUEST FOR LEAVE			
ACCOUNT TOTAL							32.15	.00	32.15

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									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS									
1510		09/24	AP	02/23/24	0000000	O'DONNELL ACE HARDWARE	15.69		03/12/24
						SOCKET EXTENDER			
ACCOUNT TOTAL							15.69	.00	15.69
552-6665-436.72-19 OPERATING SUPPLIES / PRINTING									
1510		09/24	AP	02/09/24	0000000	RAPIDS REPRODUCTIONS, INC.	114.46		03/12/24
						BINDER COPIES			
ACCOUNT TOTAL							114.46	.00	114.46
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1510		09/24	AP	02/29/24	0000000	CITY LAUNDERING CO.	69.37		03/12/24
						SAFETY CABINET SUPPLIES			
ACCOUNT TOTAL							69.37	.00	69.37
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1510		09/24	AP	02/26/24	0000000	FERGUSON ENTERPRISES, INC.	66.80		03/12/24
						6" PIPE PLUG			
1510		09/24	AP	02/19/24	0000000	PLUMB SUPPLY COMPANY, LLC	91.98		03/12/24
						THREAD SEAL COMPOUND			
1510		09/24	AP	01/31/24	0000000	O'DONNELL ACE HARDWARE	30.03		03/12/24
						NUTS&BOLTS/JOINT COMPOUND			
ACCOUNT TOTAL							188.81	.00	188.81
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT									
1510		09/24	AP	02/21/24	0000000	NORTH CENTRAL LABORATORIES	402.19		03/12/24
						LAB SUPPLIES-CHEMICALS			
1510		09/24	AP	02/17/24	0000000	UNITED PARCEL SERVICE	29.29		03/12/24
						UPS SHIPPING TO LABSTRONG			
ACCOUNT TOTAL							431.48	.00	431.48
552-6665-436.74-06 SEWER SUPPLIES / BLDG & GR - LIFT STATIONS									
1510		09/24	AP	03/04/24	0000000	MENARDS-CEDAR FALLS	191.90		03/12/24
						WALL BASE			
						309 OFFICE REPAIR			
1510		09/24	AP	02/22/24	0000000	PLUMB TECH INC.	100.00		03/12/24
						LOGAN BACKFLOW REPAIR			
1510		09/24	AP	02/21/24	0000000	WHITE CAP, LP	31.59		03/12/24
						LIMESTONE SEALANT			
						309 BLDG FLOOR REPAIR			
1510		09/24	AP	02/15/24	0000000	WHITE CAP, LP	94.77		03/12/24
						LIMESTONE SEALANT			
						309 BLDG FLOOR REPAIR			

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FUND 552 SEWER RENTAL FUND									
552-6665-436.74-06						SEWER SUPPLIES / BLDG & GR - LIFT STATIONS	continued		
1510		09/24 AP		02/14/24	0000000	WHITE CAP, LP	98.48	03/12/24	
						LIMESTONE SEALANT/BACKER 309 BLDG FLOOR REPAIR			
						ACCOUNT TOTAL	516.74	.00 516.74	
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY									
1488		09/24 AP		02/08/24	0000000	BENTON'S READY MIX CONCRETE, 16TH STREET	407.25	03/12/24	
						ACCOUNT TOTAL	407.25	.00 407.25	
552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL									
1510		09/24 AP		01/26/24	0000000	GIERKE-ROBINSON COMPANY, INC. CLAY PICK	14.89	03/12/24	
						ACCOUNT TOTAL	14.89	.00 14.89	
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS									
1510		09/24 AP		02/29/24	0000000	CAMPBELL SUPPLY WATERLOO 17TH STREET HOIST/CRANE	97.73	03/12/24	
1510		09/24 AP		02/28/24	0000000	CAMPBELL SUPPLY WATERLOO 17TH STREET HOIST/CRANEIE	409.53	03/12/24	
1510		09/24 AP		02/20/24	0000000	MENARDS-CEDAR FALLS SCOUR PADS/PAIL	43.38	03/12/24	
						ACCOUNT TOTAL	550.64	.00 550.64	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1510		09/24 AP		02/16/24	0000000	POLK'S LOCK SERVICE, INC. LOCK REPAIR 309 4TH AND STATE	150.00	03/12/24	
1510		09/24 AP		02/12/24	0000000	A-TEC RECYCLING, INC. UV BULB RECYCLING	300.45	03/12/24	
						ACCOUNT TOTAL	450.45	.00 450.45	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
1510		09/24 AP		03/01/24	0000000	ARAMARK TOWELS AND RUGS	34.46	03/12/24	
						ACCOUNT TOTAL	34.46	.00 34.46	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
1510		09/24 AP		02/29/24	0000000	EUROFINS CEDAR FALLS	672.00	03/12/24	

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FUND 552 SEWER RENTAL FUND									
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING						continued			
LAB ANALYSIS									
ACCOUNT TOTAL						672.00	.00	672.00	
FUND TOTAL						3,498.39	.00	3,498.39	
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
1514		09/24	AP	02/26/24	0000000	BENTON'S READY MIX CONCRETE,	339.38		03/12/24
						STORM BOX OUTS			
						1ST STREET			
1459		09/24	AP	02/22/24	0000000	UTILITY EQUIPMENT COMPANY	615.66		03/12/24
						1ST AND MAIN LOCKING LID			
ACCOUNT TOTAL						955.04	.00	955.04	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1501		09/24	AP	02/26/24	0000000	GRIND TO A HALT, INC.	2,383.55		03/12/24
						3215-OLIVE ST BOX CULVERT			
						SKATEBOARD DETERRENTS			
						PROJECT#: 023215			
1501		09/24	AP	01/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,585.96		03/12/24
						3306-2023 STORMWATER PLAN			
						JANUARY EXPENSES			
						PROJECT#: 023306			
ACCOUNT TOTAL						3,969.51	.00	3,969.51	
FUND TOTAL						4,924.55	.00	4,924.55	
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1530		09/24	AP	02/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		03/12/24
						COPY PAPER			
1475		09/24	AP	02/19/24	0145724	US BANK	103.84		03/07/24
						AMAZON.COM*RW2LX9E90			
						COPY PAPER-ANGIE			
1475		09/24	AP	02/16/24	0145724	US BANK	48.86		03/07/24
						AMAZON.COM*RI5A70X52			
						COPY PAPER-ANGIE			
ACCOUNT TOTAL						154.98	.00	154.98	
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1475		09/24	AP	02/19/24	0145724	US BANK	492.48		03/07/24
						AMZN MKTP US*RW66S5OB0			
						(4)SFP CABLES-SERVER ROOM			

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								POST DT
FUND 606 DATA PROCESSING FUND								
606-1078-441.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			continued
1475		09/24 AP		02/12/24	0145724 US BANK	62.10		03/07/24
					AMZN MKTP US*RB1Q39P91 CHARGING STN-PD PHONES			
1475		09/24 AP		01/29/24	0145724 US BANK	101.68		03/07/24
					AMZN MKTP US*R07AH7G91 MOBILE PHONE ACCESSORIES			
1475		09/24 AP		01/29/24	0145724 US BANK	49.72		03/07/24
					AMZN MKTP US*R02M89DU2 ID BADGE HOLDERS			
					ACCOUNT TOTAL	705.98	.00	705.98
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT								
1469		09/24 AP		01/05/24	0000000 RAMAKER & ASSOCIATES, INC.	1,200.00		03/12/24
					CIMS-BURIAL SEARCH SUBSC. 03/16/24 - 03/16/25			
					ACCOUNT TOTAL	1,200.00	.00	1,200.00
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES								
1469		09/24 AP		03/06/24	0000000 IP PATHWAYS, LLC	122.04		03/12/24
					CABLE-NETWORK SWITCH PROJ			
1469		09/24 AP		03/04/24	0000000 IP PATHWAYS, LLC	10,000.00		03/12/24
					IP PATHWAYS SUPPORT HRS CY2024			
1469		09/24 AP		10/23/23	0000000 IP PATHWAYS, LLC	5,580.00		03/12/24
					NETWORK SWITCH PROJECT DOWN PAYMENT			
					ACCOUNT TOTAL	15,702.04	.00	15,702.04
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1475		09/24 AP		02/19/24	0145724 US BANK	125.98		03/07/24
					AMZN MKTP US*RI96027E2 SCANNER ROLLERS			
1475		09/24 AP		02/05/24	0145724 US BANK	129.99		03/07/24
					BESTBUYCOM806914877373 TV REPLACEMENT-PUB.SAFETY			
					ACCOUNT TOTAL	255.97	.00	255.97
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS								
1469		09/24 AP		03/07/24	0000000 ASSOCIATED COMPUTER SYSTEMS L	5,462.64		03/12/24
					KNOWB4 SECURITY AWARENESS TRAINING SUB.3/31-3/30/25			
1469		09/24 AP		02/29/24	0000000 IP PATHWAYS, LLC	5,732.74		03/12/24
					DR AS A SERVICE MONTHLY BILLING FEB.2024			
1475		09/24 AP		02/05/24	0145724 US BANK	900.00		03/07/24
					SMK*SURVEYMONKEY.COM ANNUAL RENEWAL:2/4-2/3/25			
					ACCOUNT TOTAL	12,095.38	.00	12,095.38
606-1078-441.93-01 EQUIPMENT / EQUIPMENT								

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1469		09/24	AP	03/01/24	0000000	IT SAVVY, LLC	7,275.00		03/12/24
15 LAPTOPS									
1475		09/24	AP	02/06/24	0145724	US BANK	769.90		03/07/24
AMAZON.COM*R27M60BX1									
MONITORS FOR INVENTORY									
1475		09/24	AP	02/05/24	0145724	US BANK	283.92		03/07/24
AMZN MKTP US*R22FE7RK0									
DOCKS-LIBRARY LAPTOPS									
1475		09/24	AP	02/02/24	0145724	US BANK		226.61	03/07/24
PAYPAL *OMNIPRO LLC OM									
REF:CHROMEBC-CODE ENFORCE									
1475		09/24	AP	01/24/24	0145724	US BANK	119.98		03/07/24
AMAZON.COM*R017Z7M20									
WEB CAMS-CITY HALL MTG RM									
ACCOUNT TOTAL							8,448.80	226.61	8,222.19
FUND TOTAL							38,563.15	226.61	38,336.54
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
1469		09/24	AP	03/01/24	0000000	PDCM INSURANCE	3,541.66		03/12/24
BENEFITS CONSULTING SERV.									
MARCH 2024									
ACCOUNT TOTAL							3,541.66	.00	3,541.66
FUND TOTAL							3,541.66	.00	3,541.66
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1514		09/24	AP	03/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	14.49		03/12/24
PAPER, PENS, POST ITS									
1514		09/24	AP	02/22/24	0000000	STOREY KENWORTHY	29.73		03/12/24
REQUEST FOR LEAVE									
ACCOUNT TOTAL							44.22	.00	44.22
685-6698-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1475		09/24	AP	02/16/24	0145724	US BANK	59.99		03/07/24
AMAZON RET* 112-801482									
3D PRINTER BUILD PLATE									
ACCOUNT TOTAL							59.99	.00	59.99
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
1514		09/24	AP	02/29/24	0000000	DICK'S PETROLEUM COMPANY	1,538.95		03/12/24

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POST DT ----									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL						continued			
1519		09/24	AP	02/20/24	0000000	AIRGAS USA, LLC	109.31		03/12/24
						WELDING SUPPLIES			
1514		09/24	AP	02/19/24	0000000	AIRGAS USA, LLC	471.46		03/12/24
						WELDING GAS			
ACCOUNT TOTAL							2,119.72	.00	2,119.72
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
1519		09/24	AP	02/29/24	0000000	KAY, PHILIP R. IMPACT DRIVER REPLACEMENT	237.95		03/12/24
ACCOUNT TOTAL							237.95	.00	237.95
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1514		09/24	AP	02/29/24	0000000	CITY LAUNDERING CO. TRAUMA BAG	119.54		03/12/24
ACCOUNT TOTAL							119.54	.00	119.54
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1519		09/24	AP	03/05/24	0000000	C & C WELDING & SANDBLASTING	650.40		03/12/24
						GRILL REPAIRS			
1519		09/24	AP	03/04/24	0000000	C & C WELDING & SANDBLASTING	72.86		03/12/24
						GRILL REPAIRS			
1519		09/24	AP	02/27/24	0000000	C & C WELDING & SANDBLASTING	20.00		03/12/24
						GRILL STEEL			
ACCOUNT TOTAL							743.26	.00	743.26
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
1519		09/24	AP	02/28/24	0000000	PRECISE MRM LLC AVL CELL CHARGES	1,140.00		03/12/24
ACCOUNT TOTAL							1,140.00	.00	1,140.00
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
1519		09/24	AP	02/26/24	0000000	D & D TIRE INC. #290 TIRE REPAIR	275.00		03/12/24
ACCOUNT TOTAL							275.00	.00	275.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY						continued			
1519		09/24	AP	02/29/24	0000000	BLACK HAWK RENTAL	1,655.38		03/12/24
						REPAIRS #299			
1519		09/24	AP	02/21/24	0000000	BLACK HAWK RENTAL	1,398.37		03/12/24
						BOBCAT REPAIR #295			
1519		09/24	AP	02/21/24	0000000	WITHAM AUTO CENTERS	130.00		03/12/24
						ALIGHMENT #401			
						ACCOUNT TOTAL	3,183.75	.00	3,183.75
685-6698-446.93-01 EQUIPMENT / EQUIPMENT									
1519		09/24	AP	02/21/24	0000000	KELTEK INCORPORATED	25,790.97		03/12/24
						PD14 UPFITTING AND K9			
						ACCOUNT TOTAL	25,790.97	.00	25,790.97
						FUND TOTAL	33,714.40	.00	33,714.40
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									
1469		09/24	AP	02/29/24	0000000	HARTFORD FIRE INSURANCE COMPA	1,381.00		03/12/24
						FLOOD INS-2200 TECHNOLOGY			
						2024 PREMIUM			
1469		09/24	AP	01/31/24	0000000	TRAVELERS	7,060.06		03/12/24
						DOL:9/6/23 INGAMELLS			
						DOL:1/8/24 HARTZ			
						ACCOUNT TOTAL	8,441.06	.00	8,441.06
						FUND TOTAL	8,441.06	.00	8,441.06
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	631,124.84	3,677.62	627,447.22

From: Kelly Dunn <Kelly.Dunn2@cedarfalls.com>
Sent: Wednesday, February 28, 2024 2:48 PM
To: Danny Laudick <Danny.Laudick@cedarfalls.com>
Subject: Dunn Referrals

Hello Mayor,

I would like to make a couple of referrals for the next agenda that they are able to get on. I know I am late for the next meeting. They are as follows:

1. Refer to work session what the future of the soon to be vacated Cedar Falls High School will look like and would also like to address what the future of the Sartori/Mercy One site would look like in the future, in the event that building is vacated.
2. Refer (either work session or committee, whichever is best) review of future land use map in conjunction with Resilience Plan that is filed away and flood plain map with the thought that looking at green space and what requirements should be for any future development(s) especially where the Dry Run Creek and its watershed are concerned. I am thinking of the concerns that were voiced during the meeting in January of this year regarding development near Aldrich Elementary.

Please, let me know of questions or concerns. Thank you!

Regards,
Kelly

Kelly Dunn
Council At Large
City of Cedar Falls

319-215-6891