# AGENDA
# CITY OF CEDAR FALLS, IOWA
# CITY COUNCIL MEETING
# MONDAY, SEPTEMBER 16, 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. Regular meeting of September 3, 2024.

**Agenda Revisions**

**Special Presentations**

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

**Staff Updates**

**Old Business**

2. Pass Ordinance #3079, amending Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances relative to the purpose, eligibility for license, conditions for issuance of license, approval required, application for approval; granting of approval, suspension or revocation of approval, location and operation-generally, and location and operation-exemptions, upon its second consideration.

3. Pass Ordinance #3080, amending Chapter 12, Human Relations, of the Code of Ordinances relative to the Human Rights Commission; membership; appointment of members; term of office; and qualifications, upon its second consideration.

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

4. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
   a) Lauri Young, Bicycle and Pedestrian Commission, term ending 09/30/2028.

5. Approve the application of J & M Displays, Inc. (Holiday Hoopla) for a fireworks display permit for November 29, 2024.

6. Approve the following applications for retail alcohol licenses:
   a) Hampton Inn & Suites, 101 West 1st Street, Class B retail alcohol - renewal.
   b) The Ragged Edge Art Bar & Gallery, 504 Bluff Street, Class C retail alcohol & outdoor service - renewal.
   c) Lucky Wife Wine Slushies, 5307 Caraway Lane, Parking Lot, Special Class C retail alcohol & outdoor service - 5-day permit. (October 2 - 6, 2024)

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

7. Resolution Calendar with items considered separately.

8. Resolution approving electronic bidding procedures and Official Statement relative to the sale of $4,520,000 General Obligation Capital Loan Notes, Series 2024.

9. Resolution approving and adopting amendments to CFD 2257: Personnel Policy – Employee Wellness and CFD 2159: Personnel Policy - Severance Pay.

10. Resolution approving and accepting a Warranty Deed for property located at 4109 West 1st Street relative to safety improvements at the Highway 57 & Union Road intersection.

11. Resolution approving a commitment of local match funds to the Cedar Falls Local Housing Trust Fund.

12. Resolution approving and authorizing the expenditure of funds for the purchase of an Aerial Platform Apparatus for the Public Safety Department.

13. Resolution approving and authorizing execution of an Assignment and Assumption Agreement relative to an Agreement for Private Development and conveyance of development property by DS Warehouse, LLC to Reel Deal Holdings, LLC.

14. Resolution approving and authorizing execution of a Public Art Committee Agreement for a Lease Extension of Artwork with Rachel Heine relative to the sculpture at 311 Main Street.

15. Resolution approving and authorizing submission of an application for an Iowa Tourism Grant for funding relative to promotional materials to promote the Gateway Water Trail.

16. Resolution approving and authorizing submission of an application for an Iowa Tourism Grant for funding relative to joint promotional materials with Iowa Communities to promote white water and river recreation.

17. Resolution approving and authorizing execution of an Encroachment and Reimbursement Agreement with the Greenhill Village Neighborhood Association relative to the installation of a sign within the public right-of-way in conjunction with the Greenhill Village Subdivision.

18. Resolution approving a Hwy-1, Highway Commercial Zoning District site plan for construction of a restaurant to be located at 1150 Brandilynn Boulevard.

19. Resolution approving and authorizing execution of a Service/Product Agreement for Compost Facility Management Services with T & W Grinding relative to management of the City's compost facility.

20. Resolution approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Strand Associates, Inc. relative to development of the 2023 Stormwater Master Plan.

21. Resolution approving and authorizing execution of two Owner Purchase Agreements; and approving and accepting two Temporary Construction Easements; two Storm Sewer and Drainage Easements, in conjunction with the Katoski Drive Box Culvert Replacement Project.

22. Resolution approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. for administrative and design services relative to the Gibson Property Development Project.

**Ordinances**

23. Pass an ordinance, amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to work performed within city right-of-way or property, upon its first consideration.

24. Pass an ordinance repealing Section 3-46, painter's or erector's license, of Chapter 3, Advertising, and Section 7-93, Bond; guarantee of service, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances, upon its first consideration.

25. Pass an ordinance, amending Chapter 7, Buildings and Building Regulations, of the Code of Ordinances relative to Insurance, and Chapter 25, Vehicles for Hire, of the Code of Ordinances relative to liability insurance required, upon its first consideration.

26. Pass an ordinance, amending Chapter 7, Buildings and Building Regulations, of the Code of Ordinances relative to bond and issuance, Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to unlawful dumping; filling on private land, and Chapter 13, Licenses and Business Regulations, of the Code of Ordinances relative to bond, upon its first consideration.

**Allow Bills and Claims**

27. Allow Bills and Claims for September 16, 2024.

**Council Updates and Announcements**

**Council Referrals**

28. Referral to review Land Use Permits and fees.

**Adjournment**

**CITY HALL**
**CEDAR FALLS, IOWA, SEPTEMBER 3, 2024**
**REGULAR MEETING, CITY COUNCIL**
**MAYOR DANIEL LAUDICK PRESIDING**

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

54939 - It was moved by Kruse and seconded by Latta that the minutes of the Regular Meeting of August 19, 2024 be approved as presented and ordered of record. Motion carried unanimously.

54940 - Rick Sharp, Cedar Falls, commented on various roundabouts throughout the city and requested adding roundabouts at the intersections of Prairie Parkway and Greenhill Road and Rownd Street and Greenhill Road. Director of Public Works Schrage commented.

54941 - Director of Finance & Business Operations Rodenbeck provided details on the Hope & Honor 5K being held on September 11, 2024.

54942 - It was moved by Kruse and seconded by Crisman that Ordinance #3075, amending Chapter 2, Administration, of the Code of Ordinances relative to salary of members and salary of the Mayor, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3075 duly passed and adopted.

54943 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3076, amending Chapter 2, Administration, of the Code of Ordinances relative to oath; bond and powers and duties, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3076 duly passed and adopted.

54944 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3077, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to discharge of weapons, be passed upon its third and final consideration. Following comments by Councilmember Ganfield, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3077 duly passed and adopted.

54945 - It was moved by Kruse and seconded by Latta that Ordinance #3078, amending Chapter 24, Utilities, of the Code of Ordinances relative to applicability, definitions and requirements for approval of stormwater management plan, be passed upon its third and final consideration. Following comments and questions

by Councilmember Kruse, and responses by Director of Public Works Schrage, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3078 duly passed and adopted.

54946 - It was moved by Latta and seconded by Hawbaker that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the City Council Committee of the Whole minutes of August 19, 2024 relative to the following item:
a) Public Transit.

Receive and file the following resignation of members from Boards and Commissions:
a) Julie Etheredge, Historic Preservation Commission.

Receive and file communication from the Civil Service Commission relative to the following certified lists:
a) Civil CAD/GIS Technician.
b) Construction Project Manager.

Approve the following applications for retail alcohol licenses:
a) Aldi Inc., 315 Brandilynn Boulevard, Class B retail alcohol - renewal.
b) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C retail alcohol - renewal.
c) Blue Room, 201 Main Street, Class C retail alcohol - renewal.
d) Hilton Garden Inn, 7213 Nordic Drive, Class C retail alcohol & outdoor service - renewal.
e) Holiday Inn & Suites Hotel/Event Center, 7400 Hudson Road, Class C retail alcohol & outdoor service - renewal.
f) The Brass Tap, 419 & 421 Main Street, Class C retail alcohol & outdoor service - renewal.
g) The Landmark, 107 Main Street, Class C retail alcohol & outdoor service - renewal.
h) The Pump Haus Pub & Grill, 311 Main Street, Class C retail alcohol & outdoor service - renewal.
i) Wilbo, 118 Main Street, Class C retail alcohol & outdoor service - renewal.
j) Aldi Inc., 315 Brandilynn Boulevard, Class B retail alcohol - change in ownership.
k) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore’s Pub), 5307 Caraway Lane, Class C retail alcohol & outdoor service - temporary expansion of outdoor service area. (October 3, 2024)
l) The Horny Toad American Bar & Grille,202 - 204 Main Street, Class C retail alcohol - temporary outdoor service. (September 21, 2024)

Motion carried unanimously.

54947 - It was moved by Crisman and seconded by Kruse to approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
a) Maggie Watkins, Planning & Zoning Commission, term ending 11/01/2027.

Following comments by Mayor Laudick and Maggie Watkins, the motion carried unanimously.

54948 - It was moved by Latta and seconded by Crisman to approve the application of Crossroads Fireworks LLC for a fireworks display permit for September 28, 2024. Following comments by Event Organizer Jacob Paul, questions by Councilmember Kruse, and Rick Sharp, Cedar Falls, and responses by City Attorney Rogers and Mayor Laudick, the motion carried unanimously.

54949 - It was moved by Crisman and seconded by Hawbaker that the following resolutions be introduced and adopted:

Resolution #23,759, approving and authorizing the Transfer of Funds from the General Fund to the Health Insurance Fund and Capital Projects Fund relative to the Fiscal year ending June 30, 2024.

Resolution #23,760, approving and authorizing execution of a Service/Product Agreement with Benton's Sand & Gravel, Inc. relative to demolition of structures located at 2603 South Union Road, 2617 South Union Road, and 6512 West Ridgeway Avenue.

Resolution #23,761, approving and authorizing execution of an Assignment and Assumption Agreement relative to an Agreement for Private Development and conveyance of development property by CV Commercial, LLC a/k/a CV Commercial, L.L.C. ("CV") to CV Commercial 4, LLC ("CV4").

Resolution #23,762, approving and adopting the May 18, 2022 Cedar Falls Resilience Plan as presented by Perkins & Will.

Resolution #23,763, approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for property located at 515 West 1st Street.

Resolution #23,764, approving and authorizing submission of a Railroad Crossing Elimination (RCE) Grant application to the Federal Railroad Administration; and approving and authorizing the local match relative to abandoning and removing the Cedar Falls Rail Spur.

Resolution #23,765, approving and authorizing the expenditure of funds for the purchase of a F-250 Ford truck for the Public Works Department.

Resolution #23,766, approving and authorizing the expenditure of funds for the purchase of a Ford Transit-250 for the Cable Television Division.

Resolution #23,767, approving and accepting the contract and bond of Owen Contracting, Inc. for the Viking Road & Prairie Parkway Intersection Improvements Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,759 through #23,767

duly passed and adopted.

54950 - It was moved by Latta and seconded by Crisman that Resolution #23,768, approving and authorizing execution of an Agreement with HKGi relative to consultant services for the Parks and Recreation Master Plan, be adopted. Following comments and questions by Councilmembers Kruse and Ganfield, and responses by Director of Community Development Sheetz and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,768 duly passed and adopted.

54951 - It was moved by Kruse and seconded by Latta that Ordinance #3079, amending Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances relative to the purpose, eligibility for license, conditions for issuance of license, approval required, application for approval; granting of approval, suspension or revocation of approval, location and operation-generally, and location and operation-exemptions, be passed upon its first consideration. Following questions by Councilmember Kruse and Mayor Laudick, and responses by Planning & Community Services Manager Howard, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54952 - It was moved by Kruse and seconded by Crisman that Ordinance #3080, amending Chapter 12, Human Relations, of the Code of Ordinances relative to the Human Rights Commission; membership; appointment of members; term of office; and qualifications, be passed upon its first consideration. Following comments by Mayor Laudick, questions by Councilmembers Ganfield and Latta, and responses by City Attorney Rogers and Mayor Laudick, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54953 - It was moved by Crisman and seconded by Hawbaker that the bills and claims of September 3, 2024 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54954 - Councilmember Kruse questioned where to find information about Land Use Permits in the Code of Ordinances. Director of Community Development Sheetz and Mayor Laudick responded.

Councilmember Dunn provided information on the Household Hazardous Waste & Electronics Recycling Drop-off Event being held on Saturday, September 7, 2024 and encouraged people to volunteer. She also noted that registration is required to participate. Councilmember Kruse commented.

Councilmember Latta congratulated the Cedar Falls School District and the

Community on the turnout for the first home Cedar Falls football game and thanked Public Safety for traffic control.

54955 - It was moved by Ganfield and seconded by Kruse to refer to Goal Setting a discussion on escalating the timetable of adding roundabouts to the intersections at Prairie Parkway and Greenhill Road and Rownd Street and Greenhill Road. Mayor commented that he will include in Goal Setting.

54956 - It was moved by Kruse and seconded by Crisman that the meeting be adjourned at 7:33 P.M. Motion carried unanimously.

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Kim Kerr, CMC, City Clerk

# DEPARTMENT OF COMMUNITY DEVELOPMENT

**City of Cedar Falls**
**220 Clay Street**
**Cedar Falls, Iowa 50613**
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**MEMORANDUM**

***Planning & Community Services Division***

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Karen Howard, AICP, Planning & Community Services Manager

**DATE:** September 3, 2024

**SUBJECT:** Amendments to Chapter 5 – Alcoholic and Malt Beverages

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## Introduction

Planning and FBO staff worked with the City Attorney to prepare updates to City Code Chapter 5, Alcoholic and Malt Beverages, to bring the ordinance into compliance with Iowa Code changes in terminology. Iowa Code no longer identifies separate permits for wine, beer, and liquor for on-site consumption. They are now all considered “retail alcohol licenses.”

In reviewing this Chapter, staff recommends several additional changes related to where licensed establishments are allowed and to the spacing requirements from residential zones.

## Issues and Solutions

The current ordinance requires establishments that sell alcohol for on-site consumption to be located at least 150 feet from the boundary of any zoning district that is “more restrictive” than the zone in which the establishment is located, unless the establishment meets the definition of a “restaurant.” To qualify as a restaurant, the owner is required to submit to the City Clerk verified sales statements of the total dollar volume of food sales and total dollar volume of alcoholic beverages sales every six months to verify that at least 66.66 percent of sales are from food. This has proved to be a very cumbersome process for both the owner and for city staff and consequently compliance with this requirement has been inconsistent. In addition, it is not always easy to determine which zones are “more restrictive” than others, so this has largely been interpreted as 150-foot spacing from a residential zoning district.

To simplify this process, staff recommends eliminating the 150-foot spacing requirement for the licensed establishment, but maintain a 150-foot spacing requirement for outdoor service areas from residential areas, where the potential nuisance effects of late-night activity outdoors may be disturbing to residents in lower density residential neighborhoods nearby. Since there are restaurants that currently have outdoor service areas that may be located within 150 feet of a residential area, staff recommends including an exemption from the spacing requirement if the outdoor service area will be closed by 10:00 PM. Since most restaurants are not open beyond 10:00 PM, this will be easier for establishments to comply and for the City to enforce.

Staff also recommends simplifying the location standards by eliminating the long list of zoning districts where establishments are allowed and simply stating that a retail alcohol license is allowed if the use is allowed according to the zoning. For example, the restaurant that is located in Western Homes Communities is allowed according to the MU District Master Plan approved with the development, so a retail alcohol license would be allowed for this restaurant. This will eliminate the need for the special provision allowing an alcohol license for a retirement community. It will also eliminate the need for updating the ordinance every time a new zoning district is added or eliminated from the ordinance over time.

Another change proposed is to eliminate a potential conflict between fencing standards in this ordinance (required 5 to 8-foot solid fence around the outdoor service area) and fencing standards in the zoning ordinance, which allows front yard fences no taller than 4 feet in most cases. According to the ordinance, outdoor service areas are not allowed in the front yard (between the building and the public street). However, licensed establishments may request an exemption from this front yard prohibition. Staff recommends that when an exemption is granted to allow an outdoor service area in the front yard, that the fencing requirement also be adjusted to comply with the standards in the zoning code. For example, the outdoor service area at George's Restaurant downtown would not be as welcoming or attractive if it was surrounded by a 5 to 8-foot solid fence and such a fence would not comply with zoning standards. At the time the exemption was granted for George's, staff worked with the owner on fencing that would be more appropriate for an outdoor service area along Main Street. Making the suggested change to the ordinance will make it clear what is expected for outdoor service areas located along street frontages, which should be similar in character to sidewalk cafes.

Other changes to the ordinance are to bring terminology up to date and other minor corrections to the language.

**Recommendation**

Staff recommend approval of the proposed changes to Chapter 5, Alcoholic and Malt Beverages, as indicated in the attached, red-lined draft.

# *ARTICLE I. IN GENERAL*

## Sec. 5-1. Purpose.

Regulations for the sale of alcoholic beverages are preempted to the state by the Iowa Alcoholic Beverage Control Act (Iowa Code ch. 123). The purpose of this chapter is to provide for local regulations for the location of the premises of retail alcohol ~~wine or beer and liquor control~~ licensed establishments and governing activities or such matters ~~which~~ that may affect the health, welfare and morals of the community relating to the establishment of certain retail alcohol licenses. ~~and permits~~

(Code 2017, § 5-1)

## Sec. 5-2. Penalty for violation of chapter.

Unless a specific penalty is provided for in this chapter, any person who violates any of the provisions of this chapter shall be subject to punishment as provided in section 1-8.

(Code 2017, § 5-3; Ord. No. 2362, § 3, 12-10-2001)

## Sec. 5-3. Compliance with state law.

It shall be unlawful to sell, offer or keep for sale or possess alcoholic liquor, wine or beer except upon the terms, conditions, limitations and restrictions enumerated in the Alcoholic Beverage Control Act, Iowa Code ch. 123.

(Code 2017, § 5-4)

## Sec. 5-4. Eligibility for license ~~or permit~~.

Upon meeting the requirements imposed by state law and the ordinances of the city, a person may apply for a retail alcohol license~~liquor control license or a wine or beer permit~~.

(Code 2017, § 5-5)

## Sec. 5-5. Conditions for issuance of license ~~or permit~~.

(a) As a condition for issuance of a retail alcohol~~liquor control~~ license ~~or wine or beer permit~~, the applicant must give consent to members of the fire operations division, police operations division, health department, building inspector, county sheriff, deputy sheriff, members of the department of public safety, representatives of the department of inspections and appeals, certified police officers and any official county health officer to enter upon areas of the premises where alcoholic beverages are stored, served or sold, without a warrant, during business hours of the licensee or permittee, to inspect for violations of the Alcoholic Beverage Control Act (Iowa Code ch. 123) or of this chapter.

(b) No retail alcohol~~liquor control~~ license shall be issued for premises which do not conform to all applicable laws, regulations, ordinances, resolutions and health and fire regulations. No licensee shall have or maintain

any interior access to residential or sleeping quarters unless permission is granted by the administrator of the Alcoholic Beverage Control Act, the permission to be in the form of a living quarters permit.

(c) In addition to the statutory requirements for a retail alcohol~~liquor control~~ license~~ or wine or beer permit~~, the following requirements must also be met for the issuance of such license~~a liquor control license or wine or beer permit~~ that would allow consumption of alcoholic beverages on the premises:

(1) The premises~~place of business~~ for which such retail alcohol license~~liquor control license or wine or beer permit~~ is sought must be in a zoning district in which the use is allowed, or is an allowed conditional use as approved by the Board of Adjustment. In the MU and RP districts, the premises for which such license is sought must be in a location where the land use is allowed according to the approved master plan. In a Character District, the premises for which such license is sought must be in a location where the land use is allowed according to the adopted regulating plan.~~located within a commercial district (C-1, C-2, C-3, S-1, HWY-1, PC-2, PO-1, MPC, BR), industrial district (M-1, M-2, M-P), MU Mixed Use Residential District, or CD-DT Downtown Character District.~~

a. The zoning district requirements of subsection (c)(1) of this section shall not apply to any public agency.

~~b. The zoning district requirement of subsection (c)(1) of this section shall not apply to a liquor control license or wine or beer permit issued to a private club as defined in Iowa Code § 123.3(11), provided that such club is owned by, ancillary to, and located on the premises of, a retirement community or retirement village.~~

b~~c~~. The zoning district requirements of subsection (c)(1) of this section shall not apply to a retail alcohol license~~any liquor control license or wine or beer permit which~~ that~~-~~is issued for any establishment located on city-owned property;~~,~~ provided, however, that the city, as owner of the property, shall have consented to the granting of such license~~ or permit~~.

(2) Additional requirements related to the location and operation of sidewalk cafes and outdoor service areas where alcoholic beverages are served and consumed are stated in section 19-94 and section 5-67, respectively ~~The liquor control license or wine or beer permit must apply only to building areas, with the exception of country clubs or similar type operations.~~

~~(3) Except for a restaurant, which is defined as any retail establishment where the principal business of which consists of the sale of food products for consumption on the premises, and where the volume of all food sales shall not be less than 66⅔ percent of the dollar volume of sales made by the establishment, the licensed building is to be no closer, at the closest point, than 150 feet to the border of the zoning district adjacent to the district in which the licensed building is located, if the adjacent zoning district is more restrictive than those zoning districts set forth in subsection (c)(1) of this section.~~

~~(4) For establishments that qualify as a restaurant as defined in subsection (c)(3) of this section, the liquor control licensee or wine or beer permittee shall furnish to the city clerk verified monthly statements of total dollar volume of food sales and total dollar volume of alcoholic beverage sales for six consecutive months. Thereafter, sales statements, as provided for in this section, shall be submitted for each consecutive six-month period until the liquor control license or wine or beer permit expires or has been revoked.~~

(Code 2017, § 5-6; Ord. No. 2256, § 1, 2-22-1999; Ord. No. 2397, § 1, 9-23-2002; Ord. No. 2749, § 1, 6-13-2011; Ord. No. 2830, § 1, 10-20-2014; Ord. No. 2994, § 10, 11-1-2021)

# *ARTICLE III. OUTDOOR SERVICE AREAS*

## Sec. 5-63. Approval required.

Any ~~permittee or~~ licensee under article I of this chapter, or any applicant for a license ~~or permit~~ under article I of this chapter, desiring to operate an outdoor service area adjacent to and in conjunction with the licensed premises must obtain the approval of the city council and of the state alcoholic beverages division before commencing operation of such outdoor service area. An approved outdoor service area shall be considered part of the licensed premises that it adjoins.

(Code 2017, § 5-76)

## Sec. 5-64. Application for approval; granting of approval.

(a) An application for approval of an outdoor service area shall be made to the state alcoholic beverages division. Such application may accompany the initial application or any renewal application for a license ~~or permit~~ under article I of this chapter or may be submitted at any time in conjunction with an amended application for a license ~~or permit~~. An application for the approval of an outdoor service area shall include all information required to be submitted with applications for retail alcohol~~beer permits and liquor~~ licenses. The accompanying application materials shall be submitted to the city clerk at least 15 days prior to the date it is to be considered by the city council. An outdoor service area shall be subject to the same annual renewal requirements as are all retail alcohol~~beer permits and liquor~~ licenses. Approval by the city council of an outdoor service area shall be to the state alcoholic beverages division with regard to the diagram, dram shop insurance coverage and all other state and local requirements.

(b) Upon submitting an application for approval of an outdoor service area, the applicant shall provide the name and address of the owner of each abutting property as well as every other property which is within 150 feet of the applicant's premises. The city will then notify these property owners by letter of the nature of the application and the date and time when it will appear on the agenda for approval by the city council, so that these property owners will have an opportunity to comment on the application if they wish.

(c) Approval or disapproval of an application for approval of an outdoor service area shall be at the discretion of the city council. Such discretion shall be exercised with due regard to public health, safety and welfare considerations. If there is a change of ownership, the outdoor service area use shall be permitted to continue, provided that the usage is continuous and the area has not been altered.

(Code 2017, § 5-77)

## Sec. 5-65. Suspension or revocation of approval.

(a) The city may, after notice to the licensee ~~or permittee~~ and after a reasonable opportunity for hearing, suspend or revoke authorization for the operation of an outdoor service area for any establishment when the licensee ~~or permittee~~ has violated or has permitted or allowed the violation of any provision of the Iowa Code or this Code pertaining to the operation of an outdoor service area that constitutes a threat to public health, welfare or safety, or constitutes a nuisance.

(b) The suspension or revocation procedure shall be initiated by the police chief by the filing of a complaint with the city council or state alcoholic beverages division. Written notice of the hearing, as well as a copy of the complaint, shall be served upon the licensee ~~or permittee~~ at least ten days prior to the date set for hearing. In the event of suspension or revocation, the city shall notify the state alcoholic beverages division pursuant to Iowa Code § 123.32.

(c) Notwithstanding the provisions of subsections (a) and (b) of this section, the city council may order the immediate closure of an outdoor service area if it is determined that its continued operation presents a clear and imminent threat to public health, safety and welfare.

(d) Suspension or revocation of authorization by the city for the operation of an outdoor service area shall not affect the licensing of the principal establishment, unless separate action to suspend or revoke that license ~~or permit~~ is also initiated.

(Code 2017, § 5-78)

## Sec. 5-66. Inspection.

Outdoor service areas shall be subject to inspection at least annually at the same time inspection of the adjacent licensed establishment occurs. The city may, in its discretion, inspect an outdoor service area at any other time.

(Code 2017, § 5-79)

## Sec. 5-67. Location and operation—Generally.

The operation of an outdoor service area shall be subject to the following terms, conditions and regulations:

(1) Outdoor service areas must be located on private property and may not encroach on any public right-of-way, except as provided for in section 19-94~~16-132~~ for use of public sidewalks for sidewalk cafes.

(2) Outdoor service areas shall not be located in the front yard of any licensed premises. If an exemption is granted under section 5-68 allowing an outdoor service area in the front yard, fencing and screening may not exceed 4 feet in height, be no more than 50% solid, and meet any other requirements for fencing within the zoning district where the premises are located.

(3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.

(4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.

(5) An outdoor service area must be immediately adjacent to the licensed establishment of which it is a part.

(6) Outdoor service areas shall be permitted only where the adjacent licensed premises is allowed as provided~~in those zones listed~~ in section 5-5~~6~~(c)(1).~~, and shall be permitted only if the service area . The premises may request an exemption from this spacing requirement if the outdoor service area will not be open after 10:00 PM. meets or exceeds the requirements of section 5-6(c)(3)~~.

(7) Outdoor service areas shall be permitted only if the outdoor service area is located at least 150 feet from the nearest point of an R-1, R-2, or R-3 zoning district, designated residential area within an RP or MU district master plan, or neighborhood frontage area within a Character District. The licensee may

request an exemption under section 5-68 from this spacing requirement if the outdoor service area will not be open after 10:00 p.m.

(8~~7~~) Outdoor service areas shall comply with appropriate building, housing and fire codes and with all other applicable state and city laws.

(9~~8~~) Seating or other accommodations in an outdoor service area shall not exceed one person per 15 square feet of floor area accessible to the public.

(10~~9~~) Amplified sound equipment shall be prohibited in outdoor service areas. Compliance with the city noise ordinance shall be required.

(11) Additional advertising or identification signage beyond that permitted for the main licensed establishment shall not be permitted.

(12) The owner or operator of an outdoor service area shall be required to observe the same per square foot occupancy limits that apply to the building to which it ~~abuts~~ adjoins. The occupancy limit for each outdoor service area shall be determined by the city building official. If inclement weather requires early closing of the outdoor service area, the licensee or permittee shall not allow patrons of the outdoor service area to enter that portion of the licensed premises housed in the adjacent building if to do so would result in exceeding the occupancy limits therefor as determined by the city building official.

(Code 2017, § 5-80)

## Sec. 5-68. Location and operation—Exemptions.

~~(a)~~ An applicant may, as a part of the application for an outdoor service area, request exemption from the requirements of section 5-67(2), (3), (4), (7) and (10~~9~~). After review and comment by appropriate city staff, the city council may approve such exemption~~s~~ if it determines that to do so would not jeopardize the health, welfare or safety of the users of the outdoor service area or the owners or users of abutting property. The burden of establishing entitlement to such exemption shall be upon the applicant, and cost of compliance alone shall not be sufficient grounds to justify exemption. Outdoor service areas in existence on the date of passage of the ordinance from which this article is derived are required to comply with all requirements for outdoor service areas stated in this article~~subsection (a) of this section~~, or to obtain exemption therefrom as provided in this section.

~~(b) For the purpose of this article, an outdoor service area shall be considered a building area as provided for in section 5-6(c)(2).~~

(Code 2017, § 5-81)

Prepared by: Chris Sevy, Planner II, City of Cedar Falls. 220 Clay Street,
Cedar Falls, Iowa 50613 (319) 268-5184

# ORDINANCE NO. 3079

**AN ORDINANCE AMENDING ARTICLE I, IN GENERAL, AND ARTICLE III, OUTDOOR SERVICE AREAS, WITHIN CHAPTER 5, ALCOHOLIC AND MALT BEVERAGES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.**

WHEREAS, amendments to Chapter 5, Alcoholic and Malt Beverages are necessary to update terms to be consistent with Iowa Code; and

WHEREAS, amendments will address administrative challenges that have been identified in the evaluation of requests for retail alcohol licenses and associated outdoor services areas related to the location of the premises and proximity to certain residential zones; and

WHEREAS, the Cedar Falls City Council has determined that said amendments to Chapter 5, Alcoholic and Malt Beverages, are in the best interests of the community.

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

*Section 1: Sec. 5-1, Purpose, is hereby repealed in its entirety and the following Section 5-1, is enacted in lieu thereof:*

Sec. 5-1. Purpose.

Regulations for the sale of alcoholic beverages are preempted to the state by the Iowa Alcoholic Beverage Control Act (Iowa Code ch. 123). The purpose of this chapter is to provide for local regulations for the location of the premises of retail alcohol licensed establishments and governing activities or such matters that may affect the health, welfare and morals of the community relating to the establishment of certain retail alcohol licenses.

*Section 2: Sec. 5-4, Eligibility for license or permit, is hereby repealed in its entirety and the following Sec. 5-4, is enacted in lieu thereof:*

Sec. 5-4. Eligibility for license.

Upon meeting the requirements imposed by state law and the ordinances of the city, a person may apply for a retail alcohol license.

*Section 3: Sec. 5-5, Conditions for issuance of license or permit, is hereby repealed in its entirety and the following Sec. 5-5 is enacted in lieu thereof:*

Sec. 5-5. Conditions for issuance of license.

(a) As a condition for issuance of a retail alcohol license, the applicant must give consent to members of the fire operations division, police operations division, health department, building inspector, county sheriff, deputy sheriff, members of the department of public safety, representatives of the department of inspections and appeals, certified police officers and any official county health officer to enter upon areas of the premises where alcoholic beverages are stored, served or sold, without a warrant, during business hours of the licensee or permittee, to inspect for violations of the Alcoholic Beverage Control Act (Iowa Code ch. 123) or of this chapter.

(b) No retail alcohol license shall be issued for premises which do not conform to all applicable laws, regulations, ordinances, resolutions and health and fire regulations. No licensee shall have or maintain any interior access to residential or sleeping quarters unless permission is granted by the administrator of the Alcoholic Beverage Control Act, the permission to be in the form of a living quarters permit.

(c) In addition to the statutory requirements for a retail alcohol license, the following requirements must also be met for the issuance of such license that would allow consumption of alcoholic beverages on the premises:

(1) The premises for which such retail alcohol license is sought must be in a zoning district in which the use is allowed, or is an allowed conditional use as approved by the Board of Adjustment. In the MU and RP districts, the premises for which such license is sought must be in a location where the land use is allowed according to the approved master plan. In a Character District, the premises for which such license is sought must be in a location where the land use is allowed according to the adopted regulating plan.

a. The zoning district requirements of subsection (c)(1) of this section shall not apply to any public agency.
b. The zoning district requirements of subsection (c)(1) of this section shall not apply to a retail alcohol license that is issued for any establishment located on city-owned property; provided, however, that the city, as owner of the property, shall have consented to the granting of such license.

(2) Additional requirements related to the location and operation of sidewalk cafes and outdoor service areas where alcoholic beverages are served and consumed are stated in section 19-94 and section 5-67, respectively

*Section 4: Sec. 5-63, Approval required, is hereby repealed in its entirety and the following Sec. 5-63, is enacted in lieu thereof:*

Sec. 5-63. Approval required.

Any licensee under article I of this chapter, or any applicant for a license under article I of this chapter, desiring to operate an outdoor service area adjacent to and in conjunction with the licensed premises must obtain the approval of the city council and of the state alcoholic beverages division before commencing operation of such outdoor service area. An approved outdoor service area shall be considered part of the licensed premises that it adjoins.

*Section 5: Sec. 5-64, Application for approval; granting of approval, repealed in its entirety and the following Sec. 5-64, is enacted in lieu thereof:*

Sec. 5-64. Application for approval; granting of approval

(a) An application for approval of an outdoor service area shall be made to the state alcoholic beverages division. Such application may accompany the initial application or any renewal application for a license under article I of this chapter or may be submitted at any time in conjunction with an amended application for a license. An application for the approval of an outdoor service area shall include all information required to be submitted with applications for retail alcohol licenses. The accompanying application materials shall be submitted to the city clerk at least 15 days prior to the date it is to be considered by the city council. An outdoor service area shall be subject to the same annual renewal requirements as are all retail alcohol licenses. Approval by the city council of an outdoor service area shall be to the state alcoholic beverages division with regard to the diagram, dram shop insurance coverage and all other state and local requirements.

(b) Upon submitting an application for approval of an outdoor service area, the applicant shall provide the name and address of the owner of each abutting property as well as every other property which is within 150 feet of the applicant's premises. The city will then notify these property owners by letter of the nature of the application and the date and time when it will appear on the agenda for approval by the city council, so that these property owners will have an opportunity to comment on the application if they wish.

(c) Approval or disapproval of an application for approval of an outdoor service area shall be at the discretion of the city council. Such discretion shall be exercised with due regard to public health, safety and welfare considerations. If there is a change of ownership, the outdoor service area use shall be permitted to continue, provided that the usage is continuous and the area has not been altered.

*Section 6: Sec. 5-65, Suspension or revocation of approval, is hereby repealed in its entirety and the following Sec. 5-65, is enacted in lieu thereof:*

Sec. 5-65. Suspension or revocation of approval

(a) The city may, after notice to the licensee and after a reasonable opportunity for hearing, suspend or revoke authorization for the operation of an outdoor service area for any establishment when the licensee has violated or has permitted or allowed the violation of any provision of the Iowa Code or this Code pertaining to the operation of an outdoor service area that constitutes a threat to public health, welfare or safety, or constitutes a nuisance.

(b) The suspension or revocation procedure shall be initiated by the police chief by the filing of a complaint with the city council or state alcoholic beverages division. Written notice of the hearing, as well as a copy of the complaint, shall be served upon the licensee at least ten days prior to the date set for hearing. In the event of suspension or revocation, the city shall notify the state alcoholic beverages division pursuant to Iowa Code § 123.32.

(c) Notwithstanding the provisions of subsections (a) and (b) of this section, the city council may order the immediate closure of an outdoor service area if it is determined that its continued operation presents a clear and imminent threat to public health, safety and welfare.

(d) Suspension or revocation of authorization by the city for the operation of an outdoor service area shall not affect the licensing of the principal establishment, unless separate action to suspend or revoke that license is also initiated.

*Section 7: Sec. 5-67, Location and operation–Generally, is hereby repealed in its entirety and the following Sec. 5-67, is enacted in lieu thereof:*

Sec. 5-67. Location and operation—Generally.

The operation of an outdoor service area shall be subject to the following terms, conditions and regulations:

(1) Outdoor service areas must be located on private property and may not encroach on any public right-of-way, except as provided for in section 19-94 for use of public sidewalks for sidewalk cafes.

(2) Outdoor service areas shall not be located in the front yard of any licensed premises. If an exemption is granted under section 5-68 allowing an outdoor service area in the front yard, fencing and screening may not exceed 4 feet in height, be no more than 50% solid, and meet any other requirements for fencing within the zoning district where the premises are located.

(3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.

(4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.

(5) An outdoor service area must be immediately adjacent to the licensed establishment of which it is a part.

(6) Outdoor service areas shall be permitted only where the adjacent licensed premises is allowed as provided in section 5-5(c)(1).

(7) Outdoor service areas shall be permitted only if the outdoor service area is located at least 150 feet from the nearest point of an R-1, R-2, or R-3 zoning district, designated residential area within an RP or MU district master plan, or neighborhood frontage area within a Character District. The licensee may request an exemption under section 5-68 from this spacing requirement if the outdoor service area will not be open after 10:00 p.m.

(8) Outdoor service areas shall comply with appropriate building, housing and fire codes and with all other applicable state and city laws.

(9) Seating or other accommodations in an outdoor service area shall not exceed one person per 15 square feet of floor area accessible to the public.

(10) Amplified sound equipment shall be prohibited in outdoor service areas. Compliance with the city noise ordinance shall be required.

(11) Additional advertising or identification signage beyond that permitted for the main licensed establishment shall not be permitted.

(12) The owner or operator of an outdoor service area shall be required to observe the same per square foot occupancy limits that apply to the building to which it adjoins. The occupancy limit for each outdoor service area shall be determined by the city building official. If inclement weather requires early closing of the outdoor service area, the licensee or permittee shall not allow patrons of the outdoor service area to enter that portion of the licensed premises housed in the adjacent building if to do so would result in exceeding the occupancy limits therefor as determined by the city building official.

*Section 8: Sec. 5-68, Location and operation–Exemptions, is hereby repealed in its entirety and the following Sec. 5-68 is enacted in lieu thereof:*

Sec. 5-68. Location and operation—Exemptions.

An applicant may, as a part of the application for an outdoor service area, request exemption from the requirements of section 5-67(2), (3), (4), (7) and (10). After review and comment by appropriate city staff, the city council may approve such exemption if it determines that to do so would not jeopardize the health, welfare or safety of the users of the outdoor service area or the owners or users of abutting property. The burden of establishing entitlement to such exemption shall be upon the applicant, and cost of compliance alone shall not be sufficient grounds to justify exemption. Outdoor service areas in existence on the date of passage of the ordinance from which this article is derived are required to comply with all requirements for outdoor service areas stated in this article, or to obtain exemption therefrom as provided in this section.

INTRODUCED: September 3, 2024

PASSED 1ST CONSIDERATION: September 3, 2024

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

_____
Daniel Laudick, Mayor

ATTEST:

_____
Kim Kerr, CMC, City Clerk

DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

# MEMORANDUM

**Human Resources Division**

**TO:** Mayor Laudick and City Council

**FROM:** Chelsie Luhring, Human Rights Commission Staff Liaison

**DATE:** August 19, 2024

**SUBJECT:** Human Rights Commission Ordinance

During the August 12, 2024, regular Human Rights Commission (HRC) meeting, commissioners unanimously supported a proposed ordinance revision to shift from an 11-member to a 9-member commission. The current commission is at 7 of 11 members. If approved, quorum would be set at 5 commissioners instead of the current 6. The above revision could aid in setting practicable expectations for recruitment, retention, and collaboration of the commission.

Moving to a 9-member commission would also be more closely aligned with other major Iowa cities: West Des Moines (7); Des Moines (7); Cedar Rapids (9); Davenport (7); Ames (7); and Dubuque (9).

Also included in the proposed ordinance revision is removal of the stipulation of having “vacancies filled within 60 days” for the remainder of an unexpired term. There is currently no repercussions for not filling a vacancy within that timeframe and eliminating this piece will allow the time necessary for the HRC to find the best qualified candidates.

Thank you for your consideration. Please reach out with any questions.

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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 12-2, HUMAN RIGHTS COMMISSION; MEMBERSHIP; APPOINTMENT OF MEMBERS; TERM OF OFFICE; AND QUALIFICATIONS, OF ARTICLE I, HUMAN RIGHTS COMMISSION, OF CHAPTER 12, HUMAN RELATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO REDUCE THE NUMBER OF COMMISSIONERS FROM ELEVEN TO NINE.

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

Section 12-2, Human Rights Commission; Membership; Appointment of Members; Term of Office; and Qualifications, of Article I, Human Rights Commission, of Chapter 12, Human Relations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 12-2, of the same title, is enacted in lieu thereof, as follows:

**Sec. 12-2. Human Rights Commission; membership; appointment of members; term of office; and qualifications.**

(a) The city human rights commission shall consist of nine~~11~~ members, appointed by the mayor with the advice and consent of the city council. Appointees subsequent to the initial appointees shall serve for a term of three years, and thereafter until a successor has been appointed. Vacancies shall be filled ~~within 60 days~~ for the remainder of an unexpired term. Appointments shall take into consideration the various racial, religious, economic, cultural, sex, sexual orientation, gender identity, age, physical disability and social groups in the city.

(b) In so far as reasonably practicable, appointees for membership on the commission shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the commission upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the commission on the date of adoption of the ordinance from which this article is derived who does not meet the qualifications for membership set forth herein shall continue to be eligible to serve as a member of the commission until both the expiration of his current term and the member's non-reappointment by the mayor to an additional term.

(Ord. No. 2977, § 1, 1-4-2021; Ord. No. 3005, § 1, 2-21-2022)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATIONI: _____

ADOPTED: _____

_____ Attest: _____

Daniel Laudick, Mayor Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3080

AN ORDINANCE AMENDING SECTION 12-2, HUMAN RIGHTS COMMISSION; MEMBERSHIP; APPOINTMENT OF MEMBERS; TERM OF OFFICE; AND QUALIFICATIONS, OF ARTICLE I, HUMAN RIGHTS COMMISSION, OF CHAPTER 12, HUMAN RELATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO REDUCE THE NUMBER OF COMMISSIONERS FROM ELEVEN TO NINE.

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

Section 12-2, Human Rights Commission; Membership; Appointment of Members; Term of Office; and Qualifications, of Article I, Human Rights Commission, of Chapter 12, Human Relations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 12-2, of the same title, is enacted in lieu thereof, as follows:

**Sec. 12-2. Human Rights Commission; membership; appointment of members; term of office; and qualifications.**

(a) The city human rights commission shall consist of nine members, appointed by the mayor with the advice and consent of the city council. Appointees subsequent to the initial appointees shall serve for a term of three years, and thereafter until a successor has been appointed. Vacancies shall be filled for the remainder of an unexpired term. Appointments shall take into consideration the various racial, religious, economic, cultural, sex, sexual orientation, gender identity, age, physical disability and social groups in the city.

(b) In so far as reasonably practicable, appointees for membership on the commission shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the commission upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the commission on the date of adoption of the ordinance from which this article is derived who does not meet the qualifications for membership set forth herein shall continue to be eligible to serve as a member of the commission until both the expiration of his current term and the member's non-reappointment by the mayor to an additional term.

(Ord. No. 2977, § 1, 1-4-2021; Ord. No. 3005, § 1, 2-21-2022)

INTRODUCED: September 3, 2024

PASSED 1ST CONSIDERATION: September 3, 2024

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

_____
Daniel Laudick, Mayor

Attest:

_____
Kim Kerr, CMC, City Clerk

**MAYOR DANNY LAUDICK**

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

**TO:** City Council

**FROM:** Mayor Danny Laudick

**DATE:** September 16, 2024

**SUBJECT:** Bicycle and Pedestrian Commission – Member Reappointment

**REF:** (a) Code of Ordinances, City of Cedar Falls §2-462(a): Bicycle and Pedestrian Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following citizen for reappointment to a four year term:

   - Lauri Young, term ends 9/30/2028

2. Please contact me with any questions you may have about these reappointments.

xc: City Administrator
Director of Community Development

###

CITY OF CEDAR FALLS, IOWA
PUBLIC SAFETY – FIRE RESCUE DIVISION
4600 South Main Street
Cedar Falls, Iowa 50613
Phone: 319-273-8622
Fax: 319-268-5196

MEMORANDUM

To: Honorable Mayor Laudick and Cedar Falls City Council

CC: Craig Berte, Public Safety Director

From: Chief John Zolondek

Date:8/27/24

Re: Holiday Hoopla Fireworks Show

J & M Displays has contacted Cedar Falls Fire Rescue requesting a permit to provide fireworks display on Friday November 29th, 2024, at approximately 7:45pm in the area west of Gateway Park pavilion. This fireworks permit is for a display for Holiday Hoopla.

I have received the application materials and spoke with J & M Displays and the following has been agreed to and will abide by:

- J & M Displays fully complies with NFPA 1123, State of Iowa Chapter 727, and all applicable codes and regulations.
- J & M Displays will provide a minimum one-million-dollar insurance policy. A copy of this policy has been forwarded to Cedar Falls Fire.
- J & M Displays has submitted a site plan for approval to Cedar Falls Fire.
- All personnel operating the fireworks display equipment will be qualified to operate the equipment.
- There will be a proper margin of safety for spectators and personnel.
- Cedar Falls Fire rescue will inspect and approve the site for safety on the date of the display.
- Appropriate fees will be submitted before the event.

I respectfully request that Cedar Falls City Council approve this permit application for a fireworks display.

CITY OF CEDAR FALLS, IOWA
PUBLIC SAFETY – FIRE RESCUE DIVISION
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8690

## Fireworks Display Permit Application

***Shall Be Submitted 30 Days Prior to Event***

**PARCEL INFORMATION:**

| | |
|---|---|
| Address of Property | GATEWAY PARK ON THE CEDAR RIVER |
| Property Owner | CITY OF CEDAR FALLS |
| Principle Use of Property | CITY PARK |

**DISPLAY INFORMATION:**

| | |
|---|---|
| Date of Display | NOVEMBER 29TH 2024 |
| Hours of Display | 7:45PM OR SO |

**PERSON/ OPERATOR RESPONSIBLE FOR DISCHARGE OF FIREWORKS:**

| | |
|---|---|
| Business Name | J AND M DISPLAYS |
| Operator's Name | JEFF MATHER |
| Operator Phone # | |
| Mailing Address | |
| City/State/Zip | JANESVILLE, IA. 50647 |

**APPLICANT INFORMATION:**

| | |
|---|---|
| Applicant Name/Title | MIKE BARRETT |
| Operator | J AND M DISPLAYS, (SALEMAN) |
| Mailing Address | |
| City/State/Zip | WATERLOO, IOWA 50703 |
| Phone/Email | |

| Applicant's Signature | Date |
|---|---|
| M J Barrett | 8-26-2024 |

The signature of the applicant attests that the above information is correct. This permit is issued with the understanding that the applicant will comply with all existing State and City laws, prior to the approval of this permit. Approval subject to compliance with regulations, and the permit fee, plus a site plan along with the applicable site-plan.

**FOR DEPARMENT USE ONLY:**

| Application Received Date | Plan Review Approval Date |
|---|---|
| 8-27-24 | 8-27-24 |

Permit fee/Application Fee

| | | |
|---|---|---|
| | New Display Location | $150.00 |
| | Repeat Display Location, (Display Cost = $1 - $1000) | $50.00 |
| ✓ | Repeat Display Location, (Display Cost = $1000 or greater) | $75.00 X |
| ✓ | Fire Department Standby Fee | $200.00 X |

PERMIT FEES TOTAL $275.00

| | |
|---|---|
| ✓ | Site Plan & Shell Size Submitted |
| ✓ | Operators State and Federal License |
| ✓ | Proof of Insurance of owner or operator of fireworks display |
| | Council Approval |
| ✓ | On-Duty Shift Notification |

| Authorized Official Signature | Date |
|---|---|
| [signature] | 8-27-24 |

Printed Name

JOHN ZOLANDER

**FIREWORKS DISPLAY PERMIT REQUIREMENTS**

**Items required for a Fireworks Display Permit include:**

1. Site Plan: Permit applications for outdoor fireworks displays must include a diagram of the location at which the fireworks display will be conducted indication measurements from the Spectator area;

1.2. Location of building(s);

1.3. Location of parking lot(s);

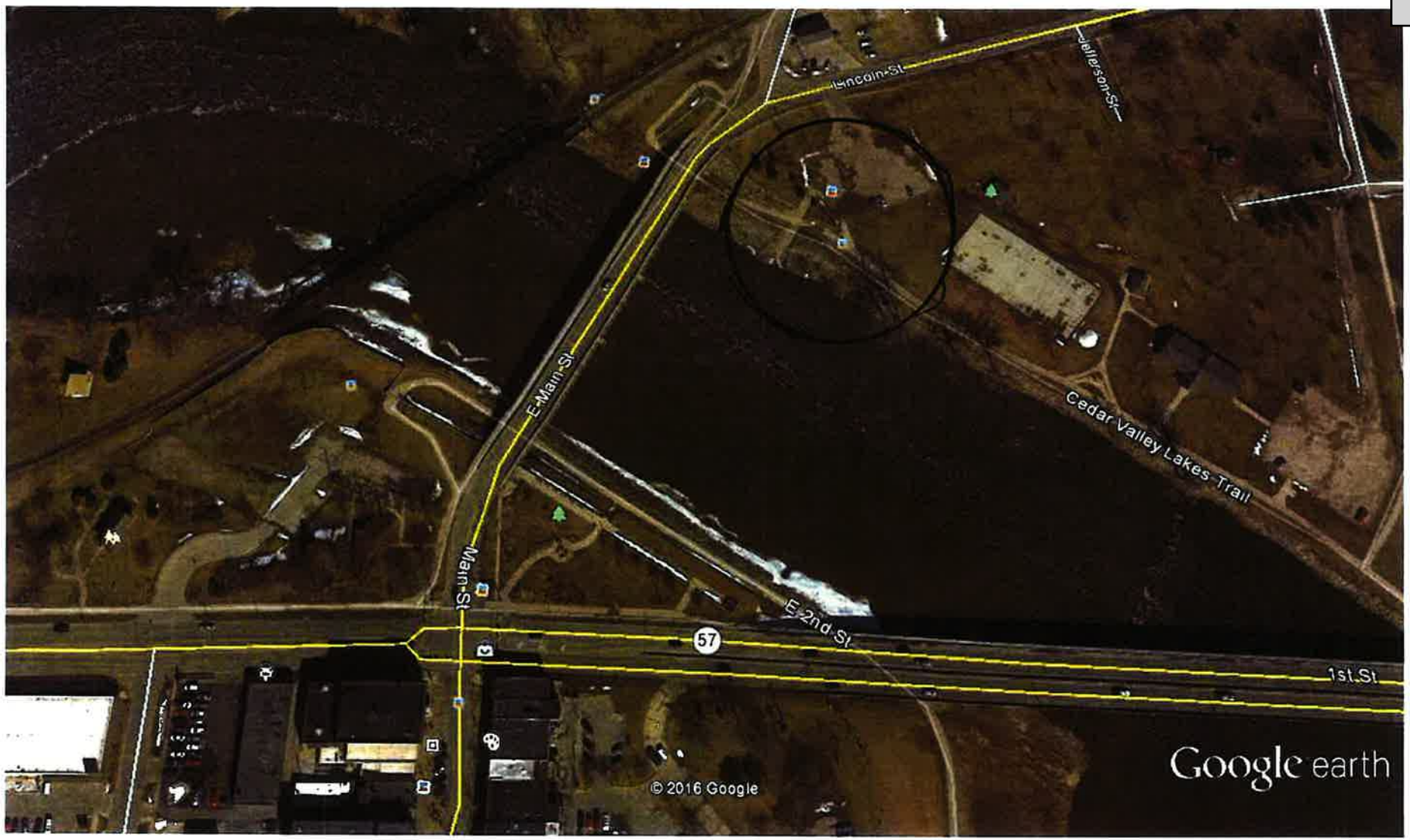
1.4. Roadway(s); and

1.5. Overhead obstructions (such as tree lines) and utilities.

2. Firework grading; Provide a listing of fireworks that are to be shot. The manufacture information regarding the grade of the firework must be included.

3. Insurance: Proof or certificate of insurance of owner of site or of operator for fireworks display.

4. Operator's state and Federal license




Google earth feet 900 meters 200

GATEWAY PARK NO SHELL LARGER THAN 3"

42° 32'22" NORTH
92° 26'39" WEST
257 MIN.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2024

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
Acrisure, LLC dba Britton Gallagher
3737 Park East Dr. STE 204
Beachwood OH 44122

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Everest Denali Insurance Company | 16044 |
| INSURER B : Axis Surplus Ins Company | 26620 |
| INSURER C : Everest Indemnity Insurance Co. | 10851 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
J & M Displays, Inc.
18064 170th Avenue
Yarmouth IA 52660

**COVERAGES** **CERTIFICATE NUMBER:** 2040385962 **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 | |
|---|---|---|---|---|---|---|---|---|
| C | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | SI8ML00060-241 | 1/15/2024 | 1/15/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 500,000<br>$<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | SI8CA00033-241 | 1/15/2024 | 1/15/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | P-001-000063943-06 | 1/15/2024 | 1/15/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| C | Excess Liability #2 | | | SI8EX01313-241 | 1/15/2024 | 1/15/2025 | Each Occ/ Aggregate<br>Total Limits | $4,000,000<br>$10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement or permit.
FIREWORKS DISPLAY DATE: NOVEMBER 29, 2024

ADD'L INSURED: THE CITY OF CEDAR FALLS, IOWA, & ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS & LANDOWNERS AS THEIR INTERST MAY APPEAR IN RELATION TO THIS EVENT; CEDAR FALLS COMMUNITY MAIN STREET (SPONSOR)

**CERTIFICATE HOLDER**

Cedar Falls Community Main Street
310 East 4th Street
Cedar Falls IA 50613
USA

**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

# J&M Displays Proposal for:
# Community Main Street

## Main Event

### Multi-shell Barrage Units

| Quantity | Name | Rising Effect |
|---|---|---|
| 1 | Firing Squad 25 shot | |
| 1 | Colorful comets whistles to crackling with crackling finale 100 shot | |
| 2 | Report with color w/ silver tail 100 shot | |

Category Shell Count: 325

### 1.4G Multi-shell Barrage Units

| Quantity | Name | Rising Effect |
|---|---|---|
| 3 | Pink Peony W/White Glitter ELECTRIC FIRE ONLY | |
| 2 | Crossette Combos alternated with Brocade/Willow 36 shot Fan (30sec) | |
| 2 | Multi-color Falling Leaves w/ White Strobes 25 shot (18sec) | |
| 1 | Orange Peony W/White Glitter | |
| 2 | White Strobe ELECTRIC FIRE ONLY | |
| 2 | Colorful World of Crossettes 49 shot (25sec) | |
| 2 | Crackling Palmtree - FAN | |
| 2 | Time Rain Crackling - FAN | |

Category Shell Count: 558

### 3 Inch Color Shells

| Quantity | Name | Rising Effect |
|---|---|---|
| 1 | Gold Willow with color pistil | Gold tail |
| 1 | Gold crown | |
| 1 | Golden silk chrysanthemum | |
| 1 | Green cherry blossom | |
| 1 | Red crackling | |
| 1 | Assortment A of 18 different (72 shells) J&M Brand Shells ELECTRIC FIRE | mixed tails |

Category Shell Count: 77

**Section Shell Count: 960**

## Finales

### 1.4G Multi-shell Barrage Units

| Quantity | Name | Rising Effect |
|---|---|---|
| 2 | RWB W/White Glitter - Finale Vertical | |

Category Shell Count: 50

### 2.5 Inch Finales

| Quantity | Name | Rising Effect |
|---|---|---|
| 5 | Color and report 10 Shot finale chain | |

Category Shell Count: 50

**Section Shell Count: 100**

## Miscellaneous



**Sales Office:** 18064 170 Ave, Yarmouth IA, 52660 • 3193943890 • superda

**Main Office:** 1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.ja

# J&M Displays Proposal for:
# Community Main Street

## Miscellaneous

### Ignition Items

| Quantity | Name | Rising Effect |
|---|---|---|
| 130 | MJG 10' (non-regulated ATF) Igniters with 10' leads (FWI 10 - 30 per box) | |

Category Shell Count: 0

**Section Shell Count: 0**

## 8% Free for Early Payment

### 3 Inch Color Shells

| Quantity | Name | Rising Effect |
|---|---|---|
| 1 | 3" BLUE CROSSETTE. | |
| 1 | 3" BLUE DHALIA | |
| 1 | 3" GREEN CROSSETTE | |
| 1 | 3" Shell Red Crossette | |
| 1 | 3" Shell Sea Blue crossette | |
| 1 | 3" Shell Silver Crown | |
| 1 | 3" WHITE STROBE HORSE TAIL | |
| 1 | Blue Chrysanthemum with white strobe crossette | glitter tail |
| 1 | Colorful crackling flower dahlia | glitter tail |
| 1 | Crossette assorted | |
| 1 | Golden wave to blue to yellow chrysanthemum | |
| 1 | Reddish gamboge to blue to golden chrysanthemum | |

Category Shell Count: 12

**Section Shell Count: 12**

## 15% Free for Loyalty Program

### Multi-shell Barrage Units

| Quantity | Name | Rising Effect |
|---|---|---|
| 1 | Firing Squad 25 shot | |
| 1 | Colorful comets whistles to crackling with crackling finale 100 shot | |

Category Shell Count: 125

### 3 Inch Color Shells

| Quantity | Name | Rising Effect |
|---|---|---|
| 1 | Crown to glittering | |
| 1 | Double Crackle | |
| 1 | Glittering silver to bright red chrysanthemum | |
| 1 | Glittering silver to purple chrysanthemum | |
| 1 | Glittering silver to var. color chrysanthemum | |
| 1 | Glittering silver to yellow chrysanthemum | |
| 1 | Glittering willow | glitter tail |
| 1 | Glittering willow waterfall | glitter tail |
| 1 | Gold Palm with crackling pistil | Large Brocade tail |
| 1 | Six Angle brocade crown | Large Brocade tail |
| 1 | Golden wave to blue chrysanthemum | |

Category Shell Count: 11

**Section Shell Count: 136**



**Sales Office:** 18064 170 Ave, Yarmouth IA, 52660 • 3193943890 • superda

**Main Office:** 1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.ja

MEMBERS OF APA, PGII, IPA, NFA, IAFE, NACA, IMTA, BBB

# J&M Displays Proposal for:
# Community Main Street

**This proposal includes an extension of our $10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.**

| | |
|---|---|
| Fireworks Price: | [redacted] |
| Discount: | [redacted] |
| Subtotal Fireworks: | [redacted] |
| Sales Tax: | |
| Local Sales Tax: | |
| Insurance Processing: | [redacted] |
| License and Permit: | [redacted] |
| Shoot Fee: | [redacted] |
| Delivery: | [redacted] |
| Musical Firing: | |
| Shoot Cost: | |
| Equipment Rental: | |
| Barge/Pontoon Fee: | |
| Total Price of Show: | **$5,500.00** |

| | |
|---|---|
| Total Shot Count: | 1208 |
| Packing Check: | 188 |
| Date of Display: | 11/24/23 |
| Customer Number: | 10197 |

## Summary of Free Items Added to Your Show

**See Previous Pages for a Listing of Free Items**

**Free Items are Based on the $3,922.50 Fireworks Subtotal**

| | |
|---|---|
| [redacted] | **8% Free for Early Payment** |
| [redacted] | **15% Free for Loyalty Program** |
| [redacted] | **Total Free** |

**Total Value of Show is [redacted] Your Price is $5,500.00**

## Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected, however, the dollar value of the product will remain the same.



**Sales Office:** 18064 170 Ave, Yarmouth IA, 52660 • 3193943890 • superdave@jandmdisplays.com

**Main Office:** 1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com

**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:** September 9, 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) Hampton Inn & Suites, 101 West 1st Street, Class B retail alcohol - renewal.

b) The Ragged Edge Art Bar & Gallery, 504 Bluff Street, Class C retail alcohol & outdoor service - renewal.

c) Lucky Wife Wine Slushies, 5307 Caraway Lane, Parking Lot, Special Class C retail alcohol & outdoor service - 5-day permit. (October 2 - 6, 2024)

DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

# INTEROFFICE MEMORANDUM

**TO:** Mayor Laudick & City Council Members

**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations

**DATE:** September 10, 2024

**SUBJECT:** 2024 Bond Sales

On October 7, 2024, the City is scheduled to sell General Obligation Capital Loan Notes for various purposes and projects (the list was provided in a previous council packet). The attached resolution directs the notice of the sale and allows for electronic bidding procedure for the sale.

Also attached is the Preliminary Official Statement (POS) that was emailed out ahead of time to Council members for review. This POS includes various financial information about the City and is subject to Federal Securities Law regulation. Staff has worked with Public Financial Management, our financial advisors and Ahlers Cooney Law Firm, our bond counsel to prepare this document.

If you have any questions regarding the bond sale, please feel free to contact me.

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF CEDAR FALLS, IOWA**

$4,520,000 General Obligation Capital Loan Notes, Series 2024

- Resolution approving electronic bidding procedures and Official Statement.

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

September 16, 2024

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

Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following resolution entitled "RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

**RESOLUTION NO. _____**

RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

Section 1. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and Clerk, upon the advice of bond counsel, and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 2. That the receipt of electronic bids through the PARITY® Competitive Bidding System described in the Official Statement are hereby found and determined to provide

reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

PASSED AND APPROVED this 16th day of September, 2024.

_____
Daniel Laudick, Mayor

ATTEST:

_____
Kim Kerr, City Clerk

# CERTIFICATE

STATE OF IOWA )
) SS
COUNTY OF BLACK HAWK )

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

WITNESS my hand and the seal of the Council hereto affixed this 16th day of September, 2024.

_____
Kim Kerr, City Clerk
City of Cedar Falls, State of Iowa

(SEAL)

02400169\10283-193

**New Issue** **Rating: Moody's Investors Service Aaa**

*Assuming compliance with certain covenants, in the opinion of Ahlers & Cooney, P.C., Bond Counsel, under present law and assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Notes is excludable from gross income for federal income tax purposes. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. Interest on the Notes is NOT exempt from present Iowa income taxes. The Notes will NOT be designated as "qualified tax-exempt obligation". See "TAX MATTERS" section herein for a more detailed discussion.*

# CITY OF CEDAR FALLS, IOWA

## $4,520,000* General Obligation Capital Loan Notes, Series 2024

BIDS RECEIVED: Monday, October 7, 2024, 10:00 A.M., Central Time
AWARD: Monday, October 7, 2024, 7:00 P.M., Central Time

**Dated:** Date of Delivery (November 13, 2024) **Principal Due:** June 1, as shown inside front cover

The $4,520,000* General Obligation Capital Loan Notes, Series 2024 (the "Notes") are being issued pursuant to Subchapter III of Chapter 384 of the Code of Iowa and a resolution (the "Resolution) to be adopted by the City Council of the City of Cedar Falls, Iowa (the "City"). The Notes are being issued to provide funds to pay costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department; acquisition, construction, reconstruction, enlargement, improvement, equipping of City facilities, including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements.

The Purchaser of the Notes agrees to enter into a loan agreement (the "Loan Agreement") with the City pursuant to the authority contained in Sections 384.24A and 384.25 of the Code of Iowa. The Notes are issued in evidence of the City's obligations under the Loan Agreement. The Notes are general obligations of the City for which the City will pledge its power of levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Notes.

The Notes will be issued as fully registered Notes without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Notes. Individual purchases may be made in book-entry-form only, in the principal amount of $5,000 and integral multiples thereof. The Purchaser will not receive certificates representing their interest in the Notes purchased. Principal of the Notes, payable annually on each June 1, beginning June 1, 2026 and interest on the Notes, payable initially on June 1, 2025 and thereafter on each December 1 and June 1, will be paid to DTC by the City's Controller/City Treasurer (the "Registrar"). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Notes as described herein. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar on the 15th day of the month preceding such interest payment date (the "Record Date").

**THE NOTES WILL MATURE AS LISTED ON THE INSIDE FRONT COVER**

| | |
|---|---|
| **MINIMUM BID:** | $4,474,800 |
| **GOOD FAITH DEPOSIT:** | $45,200 Required of Purchaser Only |
| **TAX MATTERS:** | Federal: Tax-Exempt<br>State: Taxable<br>See "*TAX MATTERS*" section for more information. |

The Notes are offered, subject to prior sale, withdrawal or modification, when, as, and if issued subject to the unqualified approving legal opinion of Ahlers & Cooney, P.C., Bond Counsel, Des Moines Iowa, to be furnished upon delivery of the Notes. It is expected that the Notes in definitive form will be available for delivery on or about November 13, 2024 through DTC in New York, New York. The Preliminary Official Statement in the form presented is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections or modifications as determined to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.



* Preliminary; subject to change.

# CITY OF CEDAR FALLS, IOWA

## $4,520,000* General Obligation Capital Loan Notes, Series 2024

**MATURITY:** The Notes will mature June 1 in the years and amounts as follows:

| Year | Amount* | Year | Amount* |
|---|---|---|---|
| 2026 | $250,000 | 2032 | $355,000 |
| 2027 | 610,000 | 2033 | 370,000 |
| 2028 | 290,000 | 2034 | 390,000 |
| 2029 | 305,000 | 2035 | 410,000 |
| 2030 | 320,000 | 2036 | 430,000 |
| 2031 | 340,000 | 2037 | 450,000 |

***PRINCIPAL ADJUSTMENT:** Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Notes and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued, will not exceed $4,750,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

**INTEREST:** Interest on the Notes will be payable on June 1, 2025 and semiannually thereafter.

**OPTIONAL REDEMPTION**: The Notes, due after June 1, 2032, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

## COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over $1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

**Preliminary Official Statement:** This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Notes to prospective bidders in the interest of receiving competitive bids in accordance with the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the near final "Official Statement".

**Review Period:** This Preliminary Official Statement has been distributed to City staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the "Municipal Advisor") at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

**Final Official Statement:** Upon award of sale of the Notes, the legislative body will authorize the preparation of a final Official Statement that includes the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the underwriter (the "Syndicate Manager") and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

## REPRESENTATIONS

No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriter to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriter. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there by any sale of the Notes by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor or underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement, nor any sale made thereafter shall, under any circumstances, create any implication there has been no change in the affairs of the City or in any other information contained herein, since the date hereof. This Preliminary Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

This Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

Bond Counsel has not participated in the preparation of this Preliminary Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained therein.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the issue.

# CITY OF CEDAR FALLS, IOWA

## City Council

| | | Term Expires |
|---|---|---|
| Danny Laudick | Mayor | January 1, 2026 |
| Gil Schultz | Council Member – 1st Ward | December 31, 2025 |
| Chris Latta | Council Member – 2nd Ward/Mayor Pro-Tem | December 31, 2027 |
| Daryl Kruse | Council Member – 3rd Ward | December 31, 2025 |
| Aaron Hawbaker | Council Member – 4th Ward | December 31, 2027 |
| Dustin Ganfield | Council Member – 5th Ward | December 31, 2025 |
| Kelly Dunn | Council Member – At Large | December 31, 2025 |
| Hannah Crisman | Council Member – At Large | December 31, 2027 |

## Administration

Ron Gaines – City Administrator
Jennifer Rodenbeck – Director of Finance & Business Operations
Lisa Roeding – Controller/City Treasurer
Kim Kerr – City Clerk/Public Records

## City Attorney

Kevin Rogers
Cedar Falls, Iowa

## Bond Counsel

Ahlers & Cooney, P.C.,
Des Moines, Iowa

## Municipal Advisor

PFM Financial Advisors LLC,
Des Moines, Iowa

# TABLE OF CONTENTS

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# TERMS OF OFFERING

## CITY OF CEDAR FALLS, IOWA

## $4,520,000* General Obligation Capital Loan Notes, Series 2024

Bids for the purchase of the City of Cedar Falls, Iowa's (the "City") $4,520,000* General Obligation Capital Loan Notes, Series 2024 (the "Notes") will be received on Monday, October 7, 2024, before 10:00 A.M., Central Time, after which time they will be tabulated. The City Council will consider award of the Notes at 7:00 P.M., Central Time, on the same day. Questions regarding the sale of the Notes should be directed to the City's Municipal Advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, telephone 515-724-5724. Information can also be obtained from Ms. Jennifer Rodenbeck, Director of Finance & Business Operations, City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613, telephone 319-268-5108.

This section sets forth the description of certain terms of the Notes as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply, as follows:

### DETAILS OF THE NOTES

GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024 in the principal amount of $4,520,000*, will be dated the date of delivery (anticipated to be November 13, 2024), in the denomination of $5,000 or multiples thereof, and will mature June 1 as follows:

| Year | Amount* | Year | Amount* |
|---|---|---|---|
| 2026 | $250,000 | 2032 | $355,000 |
| 2027 | 610,000 | 2033 | 370,000 |
| 2028 | 290,000 | 2034 | 390,000 |
| 2029 | 305,000 | 2035 | 410,000 |
| 2030 | 320,000 | 2036 | 430,000 |
| 2031 | 340,000 | 2037 | 450,000 |

* Preliminary; subject to change.

### ADJUSTMENT TO NOTE MATURITY AMOUNTS

The City reserves the right to increase or decrease the aggregate principal amount of the Notes and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or reduce each maturity in increments of $5,000 but the total amount to be issued will not exceed $4,750,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

### INTEREST ON THE NOTES

Interest on the Notes will be payable on June 1, 2025 and semiannually on the 1st day of December and June thereafter. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month (whether or not a business day) preceding such interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

## OPTIONAL REDEMPTION OF THE NOTES

The Notes, due after June 1, 2032, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

## TERM-NOTE OPTION

Bidders shall have the option of designating the Notes as serial notes or term notes, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term Note maturity. (See the OFFICIAL BID FORM for more information.) In any event, the above principal amount scheduled shall be represented by either serial note maturities or mandatory redemption requirements, or a combination of both.

## GOOD FAITH DEPOSIT

A good faith deposit in the amount of $45,200 (the "Deposit") is required from the lowest bidder only. The lowest bidder is required to submit such Deposit payable to the order of the City, not later than 12:00 P.M., Central Time, on the day of the sale of the Notes and in the form of either (i) a cashier's check provided to the City or its Municipal Advisor, or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not so received, the bid of the lowest bidder may be rejected, and the City may direct the second lowest bidder to submit a Deposit and thereafter may award the sale of the Notes to the same. No interest on a Deposit will accrue to the successful bidder (the "Purchaser"). The Deposit will be applied to the purchase price of the Notes. In the event a Purchaser fails to honor its accepted bid proposal, the Deposit will be retained by the City.

## FORM OF BIDS AND AWARD

All bids shall be unconditional for the Notes for a price not less than $4,474,800, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations set forth under the "BIDDING PARAMETERS" section herein. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City. The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSIT" sections herein. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Notes, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered, therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest, which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Notes will be awarded by lot.

The City will reserve the right to (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Notes, (ii) reject all bids without cause, and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

## BIDDING PARAMETERS

Each bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Notes to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

## RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORM provided by the City or through PARITY® competitive bidding system (the "Internet Bid System"). Neither the City nor its agents shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the TERMS OF OFFERING and OFFICIAL BID FORM. The time, as maintained by the Internet Bid System, shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bids: Sealed bids may be submitted and will be received at the office of the Director of Finance & Business Operations at City Hall, 220 Clay Street, Cedar Falls, Iowa 50613.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the Director of Finance & Business Operations at City Hall, 220 Clay Street, Cedar Falls, Iowa 50613, and at the office of PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309. The electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling (212) 849-5021.

Each prospective bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its electronic internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM shall control in the event of conflict with information provided by the Internet Bid System.

## BOOK-ENTRY-ONLY ISSUANCE

The Notes will be issued by means of a book-entry-only issuance with no physical distribution of note certificates made to the public. The Notes will be issued in fully registered form and one note certificate, representing the aggregate principal amount of the Notes maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Notes. Individual purchases of the Notes may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Notes. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser, as a condition of delivery of the Notes, will be required to deposit the note certificates with DTC.

## MUNICIPAL BOND INSURANCE AT PURCHASER'S OPTION

If the Notes qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Notes resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Notes from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser. Failure of the municipal bond insurer to issue the policy after the Notes have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Notes. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

## DELIVERY

The Notes will be delivered to the Purchaser through DTC in New York, New York, against full payment in immediately available cash or federal funds. The Notes are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from date of sale for any reason except failure of performance by a Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Notes will cease. When the Notes are ready for delivery, the City may give the Purchaser five working days' notice of the delivery date and the City will expect payment in full on that date, otherwise reserving the right of its option to determine that the Purchaser has failed to comply with the offer of purchase.

## ELECTRONIC EXECUTED DOCUMENTS

Purchaser consents to the receipt of electronic transcripts and acknowledges the City's intended use of electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

## ESTABLISHMENT OF ISSUE PRICE

The Purchaser shall assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES to the TERMS OF OFFERING, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the City and Bond Counsel. All actions to be taken by the City under the TERMS OF OFFERING to establish the issue price of the Notes may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because (i) the City shall disseminate this TERMS OF OFFERING to potential underwriters in a manner that is reasonably designed to reach potential underwriters, (ii) all bidders shall have an equal opportunity to bid, (iii) the City may receive bids from at least three underwriters of municipal notes who have established industry reputations for underwriting new issuances of municipal notes and (iv) the City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in the TERMS OF OFFERING.

Any bid submitted pursuant to the TERMS OF OFFERING shall be considered a firm offer for the purchase of the Notes, as specified in the bid.

In the event the competitive sale requirements are not satisfied, the City shall so advise the Purchaser. The City may, as set forth below, determine to treat (i) the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity, and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Notes as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The Purchaser shall advise the City if any maturity of the Notes satisfies the 10% test as of the date and time of the award of the Notes. The City shall promptly advise the Purchaser, at or before the time of award of the Notes, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Notes, if any, shall be subject to the 10% test and which shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event the City determines to apply the hold-the-offering-price rule to any maturity of the Notes. **Prospective bidders should prepare their bids on the assumption that some or all of the maturities of the Notes will be subject to the hold-the-offering-price rule in order to establish the issue price of the Notes.**

By submitting a bid, the Purchaser shall (i) confirm the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the "initial offering price") or at the corresponding yield or yields set forth in the bid submitted by the Purchaser, and (ii) agree on behalf of the underwriters participating in

purchase of the Notes that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (a) the close of the fifth (5th) business day after the sale date, or (b) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The Purchaser shall promptly advise the City when the underwriters have sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that, in making the representation set forth above, the Purchaser of the Notes will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event, an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Notes.

By submitting a bid, each bidder confirms that (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the Purchaser that either the 10% test has been satisfied as to the Notes of that maturity or all Notes of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Notes of that maturity or all Notes of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser or such underwriter and as set forth in the related pricing wires.

Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this TERMS OF OFFERING. Further, for purposes of this TERMS OF OFFERING, (i) "public" means any person other than an underwriter or a related party, (ii) "underwriter" means (a) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public, and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause "(a)" to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public), (iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the Purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) "sale date" means the date the Notes are awarded by the City to the Purchaser.

## OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Notes. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date, and underwriter, together with any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Notes, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. By awarding the Notes to any underwriter or underwriting-syndicate submitting an OFFICIAL BID FORM therefore, the City agrees that no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Notes are awarded up to 15 copies of the final Official Statement to permit each "Participating Underwriter" (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate or syndicates to which the Notes are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Notes agrees, thereby, that if its bid is accepted by the City, (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Notes for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

## CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Notes to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2024, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX D to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Purchaser in complying with SEC Rule 15c2-12(b)(5) (the "Rule").

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in the Rule.

After issuance, the City's General Obligation Capital Loan Notes, Series 2022 were amended to remove the bank qualified designation due to a proportionate allocation of debt pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended, from a joint powers issuer of which the Cedar Falls Utilities is a member, with notice thereof posted to EMMA on March 1, 2023.

Breach of the undertakings will not constitute a default or an "Event of Default" under the Notes or the Resolution. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Notes in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Notes and their market price.

## CUSIP NUMBERS

It is anticipated the Committee on Uniform Security Identification Procedures ("CUSIP") numbers will be printed on the Notes and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review of or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Notes shall not be cause for the Purchaser to refuse to accept delivery of said Notes.

BY ORDER OF THE CITY COUNCIL
City of Cedar Falls, Iowa
/s/ Jennifer Rodenbeck, Director of Finance & Business Operations

## SCHEDULE OF NOTE YEARS

**$4,520,000***
**CITY OF CEDAR FALLS, IOWA**
**General Obligation Capital Loan Notes, Series 2024**

Notes Dated: November 13, 2024
Interest Due: June 1, 2025 and each December 1 and June 1 to maturity
Principal Due: June 1, 2026-2037

| Year | Principal * | Note Years | Cumulative Note Years |
|---|---|---|---|
| 2026 | $250,000 | 387.50 | 387.50 |
| 2027 | 610,000 | 1,555.50 | 1,943.00 |
| 2028 | 290,000 | 1,029.50 | 2,972.50 |
| 2029 | 305,000 | 1,387.75 | 4,360.25 |
| 2030 | 320,000 | 1,776.00 | 6,136.25 |
| 2031 | 340,000 | 2,227.00 | 8,363.25 |
| 2032 | 355,000 | 2,680.25 | 11,043.50 |
| 2033 | 370,000 | 3,163.50 | 14,207.00 |
| 2034 | 390,000 | 3,724.50 | 17,931.50 |
| 2035 | 410,000 | 4,325.50 | 22,257.00 |
| 2036 | 430,000 | 4,966.50 | 27,223.50 |
| 2037 | 450,000 | 5,647.50 | 32,871.00 |

Average Maturity (dated date): 7.272 Years

* Preliminary; subject to change.

# EXHIBIT 1

# FORMS OF ISSUE PRICE CERTIFICATES

(This page has been left blank intentionally.)

**COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS**

**ISSUE PRICE CERTIFICATE**

**City of Cedar Falls, Iowa**
**$_____ General Obligation Capital Loan Notes, Series 2024**

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Notes").

1. **Reasonably Expected Initial Offering Price.**

a) As of the Sale Date, the reasonably expected initial offering prices of the Notes to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Notes used by Purchaser in formulating its bid to purchase the Notes. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Notes.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Notes.

2. **Defined Terms.**

a) *Issuer* means City of Cedar Falls, Iowa.

b) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate Maturities.

c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is October 7, 2024.

e) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Bond Counsel in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

[UNDERWRITER]

By: _____

Name: _____

Dated: November 13, 2024

**SCHEDULE A**

**EXPECTED OFFERING PRICES**

**City of Cedar Falls, Iowa**
**$_____ General Obligation Capital Loan Notes, Series 2024**

(*Attached*)

**SCHEDULE B**

**COPY OF UNDERWRITER'S BID**

**City of Cedar Falls, Iowa**
**$_____ General Obligation Capital Loan Notes, Series 2024**

(*Attached*)

**COMPETITIVE SALES WITH FEWER THAN THREE BIDS FROM ESTABLISHED UNDERWRITERS HOLD OFFERING PRICE**

**ISSUE PRICE CERTIFICATE**

**City of Cedar Falls, Iowa**
**$_____ General Obligation Capital Loan Notes, Series 2024**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] (["Purchaser")][the "Representative")][, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

**1. Sale of the General Rule Maturities.** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

**2. Initial Offering Price of the Hold-the-Offering-Price Maturities.**

a) [Purchaser][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Notes is attached to this certificate as Schedule B.

b) As set forth in the Official TERMS OF OFFERING and bid award, [Purchaser][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Notes of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Notes during the Holding Period.

**3. Defined Terms.**

a) *General Rule Maturities* means those Maturities of the Notes listed in Schedule A hereto as the "General Rule Maturities."

b) *Hold-the-Offering-Price Maturities* means those Maturities of the Notes listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [Purchaser][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) *Issuer* means City of Cedar Falls, Iowa.

e) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is October 7, 2024.

h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to partic h

the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [the Purchaser][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Bond Counsel in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

[UNDERWRITER]

By: _____

Name: _____

Dated: November 13, 2024

**SCHEDULE A**

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

**City of Cedar Falls, Iowa
$_____ General Obligation Capital Loan Notes, Series 2024**

(*Attached*)

**SCHEDULE B**

**PRICING WIRE OR EQUIVALENT COMMUNICATION**

**City of Cedar Falls, Iowa**
**$_____ General Obligation Capital Loan Notes, Series 2024**

(*Attached*)

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# PRELIMINARY OFFICIAL STATEMENT

# CITY OF CEDAR FALLS, IOWA

## $4,520,000* General Obligation Capital Loan Notes, Series 2024

## INTRODUCTION

This Preliminary Official Statement contains information relating to the City of Cedar Falls, Iowa (the "City") and its issuance of $4,520,000* General Obligation Capital Loan Notes, Series 2024 (the "Notes"). This Preliminary Official Statement has been executed on behalf of the City and its Director of Finance & Business Operations and may be distributed in connection with the sale of the Notes authorized therein. Inquiries may be directed to the City's Municipal Advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309, telephone 515-724-5724. Information may also be obtained from Ms. Jennifer Rodenbeck, Director of Finance & Business Operations, 220 Clay Street, Cedar Falls, Iowa 50613, telephone 319-268-5108.

## AUTHORITY AND PURPOSE

The Notes are being issued pursuant to Subchapter III of Chapter 384 of the Code of Iowa and a resolution (the "Resolution") to be adopted by the City Council of the City. The Notes are being issued to provide funds pay costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department; acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements.

The estimated sources and uses of the Notes are as follows:

| | |
|---|---|
| Estimated Sources of Funds* | |
| Par Amount of Notes | $4,520,000.00 |
| Uses of Funds* | |
| Deposit to Project Fund | $4,298,500.00 |
| Deposit to Debt Service Fund | 124,300.00 |
| Underwriter's Discount | 45,200.00 |
| Cost of Issuance & Contingency | 52,000.00 |
| Total Uses | $4,520,000.00 |

* Preliminary; subject to change.

## INTEREST ON THE NOTES

Interest on the Notes will be payable on June 1, 2025, and semiannually on the 1st day of December and June thereafter. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

## OPTIONAL REDEMPTION OF THE NOTES

The Notes, due after June 1, 2032, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

## PAYMENT OF AND SECURITY FOR THE NOTES

The Notes are general obligations of the City and the unlimited taxing powers of the City are irrevocably pledged for their payment. Upon issuance of the Notes, the City will levy taxes for the years and in amounts sufficient to provide 100% of annual principal and interest due on the Notes. If, however, the amount credited to the debt service fund for payment of the Notes is insufficient to pay principal and interest, whether from transfers or from original levies, the City is required to levy ad valorem taxes upon all taxable property in the City without limit as to rate or amount sufficient to pay the debt service deficiency.

Iowa Code Section 76.2 provides that when an Iowa political subdivision issues general obligation Notes, "the governing authority of these political subdivisions before issuing Notes shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the Notes within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the Notes in full."

Nothing in the Resolution prohibits or limits the ability of the City to use legally available moneys other than the proceeds of the general ad valorem property taxes levied, as described in the preceding paragraph, to pay all or any portion of the principal of or interest on the Notes. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Notes, the City may, but shall not be required to, (a) reduce the amount of taxes levied for such purpose, as described in the preceding paragraph; or (b) use proceeds of taxes levied, as described in the preceding paragraph, to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Notes.

The Resolution does not restrict the City's ability to issue or incur additional general obligation debt, although issuance of additional general obligation debt is subject to the same constitutional and statutory limitations that apply to the issuance of the Notes. For a further description of the City's outstanding general obligation debt upon issuance of the Notes and the annual debt service on the Notes and a description of certain constitutional and statutory limits on the issuance of general obligation debt, see "DIRECT LIMIT" under "CITY INDEBTEDNESS" included in "APPENDIX A" to this Preliminary Official Statement.

## BOOK-ENTRY-ONLY ISSUANCE

*The information contained in the following paragraphs of this subsection "Book-Entry-Only Issuance" has been extracted from a schedule prepared by Depository Trust Company ("DTC") entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING DTC AND BOOK-ENTRY-ONLY ISSUANCE". The information in this section concerning DTC and DTC's book-entry-only issuance has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.*

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry-only transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has Standard & Poor's rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry-only issuance for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry-only credit of tendered Securities to Tender/Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

**FUTURE FINANCING**

The City does not anticipate any additional general obligation borrowing needs within 90 days of this Preliminary Official Statement.

**LITIGATION**

To the knowledge of the City, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body for which the City has been served with process or official notice or threatened against or affecting the City or any reasonable basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect the transaction contemplated by this Preliminary Official Statement or the validity of the Notes, the Resolution, or any agreement or instrument to which the City is a party and which is used or contemplated for use in the transactions contemplated by this Preliminary Official Statement, and no member, employee or agent of the City has been served with any legal process regarding such litigation or other proceeding.

To the knowledge of the City, no litigation is pending or threatened which, in the opinion of the City's counsel, if decided adversely to the City would be likely to result, either individually or in the aggregate, in final judgments against the City which would materially adversely affect its ability to meet debt service payments on the Notes when due, or its obligations under the Resolution, or materially adversely affect its financial condition.

**DEBT PAYMENT HISTORY**

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

**LEGALITY**

The Notes are subject to approval as to certain matters by Ahlers & Cooney, P.C. of Des Moines, Iowa as Bond Counsel. Bond Counsel has reviewed or prepared information describing the terms of the Notes, Iowa and Federal law pertinent to the validity of and the tax-exempt status of interest on the Notes, which can be found generally under the sections "AUTHORITY AND PURPOSE", "OPTIONAL REDEMPTION OF THE NOTES", "PAYMENT A

SECURITY FOR THE NOTES" and "TAX MATTERS", herein. Additionally, Bond Counsel has provided its Form of Legal Opinion and Form of Continuing Disclosure Certificate, included in APPENDIX B and APPENDIX D, respectively, within this Preliminary Official Statement. The FORM OF LEGAL OPINION as set out in APPENDIX B to this Preliminary Official Statement, will be delivered at closing.

The legal opinion to be delivered concurrently with the delivery of the Notes expresses the professional judgment of the attorneys rendering the opinion as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of the opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

There is no bond trustee or similar person to monitor or enforce the provisions of the Resolution. The owners of the Notes should, therefore, be prepared to enforce such provisions themselves if the need to do so arises. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year. The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property, but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Notes cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Notes.

In addition, the enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in the Bond Counsel's opinion. The opinion will state, in part, that the obligation of the City with respect to the Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases.

**TAX MATTERS**

Tax Exemption and Related Considerations: Federal tax law contains a number of requirements and restrictions that apply to the Notes. These include investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of Notes proceeds and facilities financed with Notes proceeds, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Notes to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Notes to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Notes.

Subject to the City's compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Notes is excludable from gross income for federal income tax purposes. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Prospective purchasers of the Notes should be aware that ownership of the Notes may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. The prospective purchaser of the Notes should consult their tax advisors as to collateral federal income tax consequences.

The interest on the Notes is NOT exempt from present Iowa income taxes.

Ownership of the Notes may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Notes. The prospective purchaser of the Notes should consult their tax advisors regarding the applicability of any such state and local taxes.

NOT-Qualified Tax-Exempt Obligations: The City will NOT designate the Series 2024A Bonds as "qualified tax-exempt obligations" under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Discount and Premium on Certain Notes: The initial public offering price of certain Notes ("Discount Notes") may be less than the amount payable on such Discount Notes at maturity. An amount equal to the difference between the initial public offering price of Discount Notes (assuming that a substantial amount of the Discount Notes of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Notes. Owners of Discount Notes should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Notes for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Notes. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Notes may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Notes ("Premium Notes") may be greater than the amount of such Premium Notes at maturity. An amount equal to the difference between the initial public offering price of Premium Notes (assuming that a substantial amount of the Premium Notes of that maturity are sold to the public at such price) and the amount payable at maturity constitutes a premium to the initial purchaser of such Premium Notes. Purchasers of the Premium Notes should consult with their own tax advisors with respect to the determination of amortizable note premium on Premium Notes for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Notes.

Other Tax Advice: In addition to the income tax consequences described above, potential investors should consider the additional tax consequences of the acquisition, ownership, and disposition of the Notes. For instance, state income tax law may differ substantially from state to state, and the foregoing is not intended to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to federal tax issues and with respect to the various state tax consequences of an investment in Notes.

Audits: The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Notes. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the Noteholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Notes until the audit is concluded, regardless of the ultimate outcome.

Withholdings: Payments of interest on, and proceeds of the sale, redemption or maturity of tax-exempt obligations, including the Notes, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any note owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any note owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Legislation: Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may be considered by the Iowa legislature. Judicial interpretation of state or federal laws, rules or regulations may also affect the tax treatment. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Notes will not have an adverse effect on the tax status of interest or other income on the market value or marketability of the Notes. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Notes from gross income for federal or state income tax purposes for all or certain taxpayers.

Current and future legislative proposals, including some that carry retroactive effective dates, if enacted into law, or clarification of the Code may cause interest on the Notes to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Notes from realizing the full current benefit of the tax status of such interest. From time to time, proposals are made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Notes. The introduction or enactment of any such legislative proposals or clarification of the Code may also affect, perhaps significantly, the market price for, or marketability of the Notes. The prospective purchaser of the Notes should consult their own tax advisors regarding any pending or proposed tax legislation, as to which Bond Counsel expresses no opinion except as expressly set forth in APPENDIX B to this Preliminary Official Statement.

Enforcement: Holders of the Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Notes, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution. There is no note trustee or similar person to monitor or enforce the terms of the Resolution. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year. The enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel's opinion.

The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Notes cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Notes. In addition, the enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel's opinion. The opinion to be delivered concurrently with the delivery of the Notes will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and to the exercise of judicial discretion in appropriate cases.

Opinion: The opinion expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Notes, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Bond Counsel's opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel's opinion is not binding on the Service. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

*ALL POTENTIAL PURCHASERS OF THE NOTES SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE NOTES (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).*

**NOTEHOLDER'S RISKS**

An investment in the Notes is subject to certain risks. No person should purchase the Notes unless such person understands the risks described below and is willing to bear those risks. There may be other risks not listed below which may adversely affect the value of the Notes. An investment in the Notes involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Notes are an appropriate investment.

Secondary Market Not Established: There is no established secondary market for the Notes, and there is no assurance that a secondary market will develop for the purchase and sale of the Notes. Prices of municipal notes traded in the secondary market, if any, are subject to adjustment upward and downward in response to changes in the credit markets and changes in the operating performance of the entities operating the facilities subject to bonded indebtedness. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal notes as a result of the financial condition or market position, prevailing market conditions, lack of adequate current financial information about the entity, operating the subject facilities, or a material adverse change in the operations of that entity, whether or not the subject notes are in default as to principal and interest payments, and other factors which, may give rise to uncertainty concerning prudent secondary market practices.

Municipal notes are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

*EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE NOTES, IF ANY, COULD BE LIMITED.*

Ratings Loss: Moody's Investors Service, Inc. ("Moody's") has assigned a rating of '___' to the Notes. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance the ratings will continue for any given period of time, or that such ratings will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Notes.

Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Notes.

Matters Relating to Enforceability: Holders of the Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Notes, including but not limited to, the right to a proceeding in the law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution. The opinion, to be delivered concurrently with the delivery of the Notes, will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principals of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolution, including principal of and interest on the Notes.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words "estimate," "forecast," "intend," "expect" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Notes.

Financial Condition of the City from time to time: No representation is made as to the future financial condition of the City. Certain risks discussed herein could adversely affect the financial condition and or operations of the City in future. The Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Loss of Tax Base/Climate Impacts: Economic and other factors beyond the City's control, such as economic recession, deflation of property values, or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire or other natural disaster, could cause a reduction in the assessed value within the corporate boundaries of the City. In addition, the State of Iowa and the City have been susceptible to tornados, flooding and other extreme weather wherein winds and flooding have from time to time caused significant damage, which if such events were to occur, may have an adverse impact on the City's financial position.

Potential Impacts Resulting from Epidemics or Pandemics: The City's finances may be materially adversely affected by unforeseen impacts of future public health events, including epidemics and pandemics. The City cannot predict future impacts of epidemics or pandemics, any similar outbreaks, or their impact on travel, on assemblies or gatherings, on the State, national or global economy, or on securities markets, or whether any such disruptions may have a material adverse impact on the financial condition or operations of the City, included but not limited to the payment of debt service on any of its outstanding debt obligations.

Changes in Property Taxation: The Notes are general obligations of the City secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein. Prior State Public Health Emergency Declarations, relative to the COVID-19 pandemic, have temporarily suspended the provisions that required the imposition of penalty and interest for delay in property tax payments and directed that no such penalty or interest could be imposed for the duration of the declarations and any future extension of the suspension. No current property tax payment suspensions are imposed, and collections stayed consistent during the pandemic. It is impossible to predict whether the declarations or any amendments to or extensions thereof would have a material effect on the City's ability to collect property taxes necessary for the payment of principal and interest on the Notes. See "LEVIES AND TAX COLLECTIONS" under the "CITY" section included in APPENDIX A to this Preliminary Official Statement for more information of the City's tax collection history, despite prior suspensions.

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Such alterations could adversely affect the City's financial condition. Historically, changes to property tax calculations and impositions are imposed on a prospective basis. However, there is no assurance future changes to property taxation by the Iowa General Assembly will not be applied retroactively. See "PROPERTY TAX LEGISLATION" herein for additional discussion on recent legislation impacting property taxes. It is impossible to predict the outcome of future property taxation changes by the Iowa General Assembly or resulting impacts on the City's financial condition. The Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Tax Matters and Loss of Tax Exemption: As discussed under the heading "TAX MATTERS" herein, the interest on the Notes could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Notes, as a result of acts or omissions of the City in violation of its covenants in the Resolution. Should such an event of taxability occur, the Notes would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Notes, and there is no provision for an adjustment of the interest rates on the Notes.

It is possible legislation will be proposed or introduced that could result in changes in the way that tax exemption is calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation. The likelihood of legislation being enacted cannot be reliably predicted.

It is also possible actions of the City after the closing of the Notes, will alter the tax status of the Notes, and, in the extreme, remove the tax-exempt status from the Notes. In that instance, the Notes are not subject to mandatory prepayment and the interest rate on the Notes does not increase or otherwise reset. A determination of taxability on the Notes, after closing of the Notes, could materially adversely affect the value and marketability of the Notes.

Federal Tax Legislation: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals pending in Congress that could, if enacted, alter or amend one or more of the federal (or state) tax matters described herein in certain respects or would adversely affect the market value of the Notes or otherwise prevent holders of the Notes from realizing the full benefit of the tax exemption of interest on the Notes. Further,

proposals may impact the marketability or market value of the Notes simply by being proposed. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Notes. In addition, regulatory actions are from time to time announced or proposed and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Notes. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Notes would be impacted thereby.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City's information systems could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City's operations and financial condition. The City maintains insurance policies that cover its general liability, errors, employment practice liability, policy liability, auto liability, bus liability as well as a cyber liability policy. The City cannot predict whether any insurance policies that may be maintained by the City would be sufficient in the event of a cyber breach. The Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Pensions: Pursuant to GASB 68, the City reported a liability of $5,322,320 within its Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2023 for its proportionate share of the net pension liability related to IPERS, as defined herein. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2022, the City's collective proportion was 0.140871%, which was an increase of 0.196391% from its proportion measured as of June 30, 2021.

Additionally, the City reported a liability of $9,824,664 with its Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2023 for its proportionate share of the net pension liability related to MFPRSI, as defined herein. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2022, the City's proportion was 1.749498%, which was a decrease of 0.007715% from its proportion measured as of June 30, 2021. See "EMPLOYEES AND PENSIONS" under the "THE CITY" section included in APPENDIX A to this Preliminary Official Statement for more summary information related to the City's contributions, and the City's Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2023, included in APPENDIX C to this Preliminary Official Statement, for additional information related to the City's deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity. Changes to the City's pension contributions, or available sources to fund said contributions, may adversely affect the City's financial condition. The Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Continuing Disclosure: A failure by the City to comply with continuing disclosure obligations (see "CONTINUING DISCLOSURE" herein) will not constitute an event of default on the Notes. Any such failure must be disclosed in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), and may adversely affect the transferability and liquidity of the Notes and their market price.

Bankruptcy: The rights and remedies available to holders of the Notes may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Notes and the Resolution, including the opinion of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Notes could be prohibited from taking any steps to enforce their rights under the Resolution. In the event the City fails to comply with its covenants under the Resolution or fails to make payments on

the Notes, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Notes.

Under Iowa Code Chapter 76, specifically sections 76.16 and 76.16A, as amended, a city, county, or other political subdivision may become a debtor under Chapter 9 of the Federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, " debt" means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized note issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Code of Iowa, or other political subdivision.

Suitability of Investment: The interest rate borne by the Notes is intended to compensate the investor for assuming the risk of investing in the Notes. Each prospective investor should carefully examine this Preliminary Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Notes are an appropriate investment for such investor.

Tax Levy Procedures: The Notes are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the City. As part of the budgetary process each fiscal year, the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service of the Notes for a particular fiscal year may cause noteholders to experience a delay in the receipt of distributions of principal of and/or interest on the Notes. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year. See "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Federal Funds Orders and State Funds Legislation: Various federal executive orders, and Iowa Code Chapter 27A (collectively "ICE Enforcement Initiatives"), impose requirements intended to ensure compliance with the federal immigration detainment processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount would negatively impact the City's overall financial position and could affect its rating. The Notes are secured by a debt service levy upon real property in the jurisdictional limits of the City and are not secured by state or federal funds. See "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

DTC-Beneficial Owners: Beneficial Owners of the Notes may experience some delay in the receipt of distributions of principal of and interest on the Notes since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will, thereafter, credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Notes can be affected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Notes to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Notes, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See "BOOK-ENTRY-ONLY ISSUANCE" herein.

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Notes. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the Appendices hereto to make a judgment as to whether the Notes are an appropriate investment.

**RATING**

The Notes have been rated '___' by Moody's. Currently, Moody's maintains a rating of 'Aaa' on the City's long-term general obligation debt. The existing ratings on long-term debt reflect only the view of the rating agency and any explanation of the significance of such rating may only be obtained from Moody's. There is no assurance that such rating will continue for any period of time or that it will not be revised or withdrawn. Any revision or withdrawal of the rating may have an effect on the market price of the Notes.

**MUNICIPAL ADVISOR**

The City has retained PFM Financial Advisors LLC, Des Moines, Iowa, as Municipal Advisor in connection with the preparation of the Preliminary Official Statement for the issuance of the Notes. In preparing the Preliminary Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification of the information provided by the City, or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

**CONTINUING DISCLOSURE**

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Notes to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2024, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX D to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Purchaser in complying with SEC Rule 15c2-12(b)(5) (the "Rule").

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in the Rule.

After issuance, the City's General Obligation Capital Loan Notes, Series 2022 were amended to remove the bank qualified designation due to a proportionate allocation of debt pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended, from a joint powers issuer of which the Cedar Falls Utilities is a member, with notice thereof posted to EMMA on March 1, 2023.

Breach of the undertakings will not constitute a default or an "Event of Default" under the Notes or the Resolution. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Notes in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Notes and their market price.

## FINANCIAL STATEMENTS

The City's Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2023 is reproduced in APPENDIX C to this Preliminary Official Statement. The City's certified public accountant has not consented to distribution of the audited financial statements and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City's prior Annual Comprehensive Financial Reports may be obtained from the City's Municipal Advisor PFM Financial Advisors LLC.

## CERTIFICATION

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Notes. I have reviewed the information contained within the Preliminary Official Statement prepared on behalf of the City of Cedar Falls, Iowa, by PFM Financial Advisors LLC, Des Moines, Iowa, and to the best of my knowledge, information and belief, said Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading regarding the issuance of $4,520,000* General Obligation Capital Loan Notes, Series 2024.

CITY OF CEDAR FALLS, IOWA
/s/ Jennifer Rodenbeck, Director of Finance & Business Operations

* Preliminary; subject to change.

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# APPENDIX A

## GENERAL INFORMATION ABOUT THE CITY OF CEDAR FALLS, IOWA

*The $4,520,000* General Obligation Capital Loan Notes, Series 2024 (the "Notes) are general obligations of the City of Cedar Falls, Iowa (the "City") for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Notes.*

* Preliminary; subject to change.

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# CITY PROPERTY VALUES

## IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2023 final Actual Values were adjusted by the Blackhawk County Auditor. The reduced values, determined after the application of rollback percentages, are the taxable values subject to tax levy. For assessment year 2023 (applicable for fiscal year 2024-25), the taxable value rollback rate is 46.3428% of actual value for residential property; 71.8370% of actual value for agricultural property and 100.0000% of the actual value of utility property. The residential taxable rollback rate of 46.3428% would apply to the value of each property unit of commercial, industrial and railroad property that exceeds zero dollars ($0) but does not exceed one hundred fifty thousand dollars ($150,000) with a taxable value rollback rate of 90.0000% to the value that exceeds one hundred fifty thousand dollars ($150,000). No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services. See "PROPERTY TAX LEGISLATION" herein for a discussion on recent legislative revisions to the administration of certain property taxes in Iowa beginning in Fiscal Year 2024-25.

**PROPERTY VALUATIONS (1/1/2023 Valuations for Taxes payable July 1, 2024 through June 30, 2025)**

| | 100% Actual Value | Taxable Value (With Rollback) |
|---|---|---|
| Residential | $3,520,224,439 | $1,607,971,139 |
| Commercial | 653,267,157 | 536,771,088 |
| Industrial | 32,210,898 | 25,900,122 |
| Railroads | 2,937,298 | 2,606,595 |
| Utilities w/o Gas & Electric | 497,624 | 497,624 |
| Gross valuation | $4,209,137,416 | $2,173,746,568 |
| Less exemptions | (17,599,950) | (17,599,950) |
| Net valuation | $4,191,537,466 | $2,156,146,618 |
| TIF increment (used to compute debt service levies and constitutional debt limit) | $301,040,192 | $285,083,909 |
| Taxed Separately | | |
| Ag. Land & Buildings | $8,582,690 1) | $6,165,545 1) |
| Gas & Electric Utilities | $54,310,184 | $4,280,609 |

1) Includes $28,110 Ag Land and Ag Building TIF.

**2023 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY 1)**

| | Taxable Valuation | Percent Total |
|---|---|---|
| Residential | $1,607,971,139 | 73.83% |
| Commercial, Industrial, and Utilities | 563,168,834 | 25.86% |
| Gas & Electric Utilities | 4,280,609 | 0.19% |
| Railroads | 2,606,595 | 0.12% |
| Total Gross Taxable Valuation | $2,178,027,177 | 100.00% |

1) Excludes Taxable TIF Increment and Ag. Land & Buildings.

**TREND OF VALUATIONS**

| Assessment Year | Payable Fiscal Year | 100% Actual Valuation | Taxable Valuation (With Rollback) | Taxable TIF Increment |
|---|---|---|---|---|
| 2019 | 2020-21 | $3,417,168,394 | 1,968,057,686 | 138,806,175 |
| 2020 | 2021-22 | 3,490,992,530 | 1,964,300,512 | 225,821,072 |
| 2021 | 2022-23 | 3,735,193,238 | 2,064,620,691 | 204,625,917 |
| 2022 | 2023-24 | 3,806,549,210 | 2,068,909,898 | 213,793,804 |
| 2023 | 2024-25 | 4,555,470,532 | 2,160,427,227 | 285,083,909 |

The 100% Actual Valuation, before rollback and after reduction of military exemption, includes Ag. Land, Ag. Buildings, Taxable TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of military exemption, includes Gas & Electric Utilities and excludes Ag. Land, Ag. Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Taxable Valuations including the Taxable TIF Increment.

**LARGER TAXPAYERS**

Set forth in the following tables are the persons or entities which represent the larger taxpayers within the boundaries of the City, as provided by the Black Hawk County Auditor's office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. The City's mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

| Taxpayer [1)] | Type of Property | 1/1/2023 Taxable Valuation [2)] |
|---|---|---|
| Target Corporation | Commercial/Industrial | $76,349,084 |
| Reel Deal Holdings LLC | Commercial | 21,543,676 |
| Midland Tarkenton LLC | Commercial | 19,630,618 |
| Vereit Real Estate LP | Commercial | 14,833,682 |
| Menard Inc. | Commercial | 14,531,273 |
| RBR Holdings II LLC | Commercial | 14,521,085 |
| Prime RE 2 LLC | Commercial | 14,277,916 |
| The Bluff Pack LLC | Commercial | 12,808,997 |
| Park at Nine23 Owner LP | Commercial | 12,424,774 |
| Martin Realty Company LLC | Commercial | 12,101,775 |

1) This list represents some of the larger taxpayers in the City, not necessarily the 10 largest taxpayers.
2) The 1/1/2023 taxable valuations listed represent only those valuations associated with the title holder and may not necessarily represent the entire taxable valuation.

Source: Black Hawk County Auditor's Office

**PROPERTY TAX LEGISLATION**

Over time, the Iowa Legislature has modified the process and calculation of taxable valuations for various classifications of property. For example, in 2013 maximum annual taxable value growth due to revaluation of residential and agricultural property was reduced from 4% to 3%, rollback calculations were modified, a new multi-residential classification was created, and an appropriation made to replace some lost tax revenue due to rollbacks. In 2019, the process for hearings on total maximum property tax dollars under certain levies in the City's budget was modified and a super-majority vote required to raise taxes above a prescribed formula. In 2021, the multi-residential classification was removed, and a phase out of the appropriation for rollback initiated. In 2023, SF 181 was signed into law by the Governor on February 20, 2023, effective upon enactment. SF 181 reduced the residential rollback for the 2022 assessment year (affecting Fiscal Year 2023-24) from 56.4919% to 54.6501%. This resulted in a reduction in taxable valuation in the residential, commercial, industrial and railroad property classes upon which the City levies property taxes for Fiscal Year 2023-24.

On May 4, 2023, the Governor signed House File 718 ("HF 718"), a property tax reform law aimed at reducing property tax growth in Iowa. Among other things, HF 718 permanently consolidates several existing city property tax levies and creates a new adjusted city general fund levy ("ACGFL"). To control the growth of property taxes, the new ACGFL is subject to potential limitation or reduction by constraining growth by 2% or 3% each year depending on if certain growth triggers are met or exceeded during the prior year. The levy limitation is only applicable Fiscal Year 2024-25 through Fiscal Year 2027-28 and will be specific to each city. For Fiscal Year 2023-24, the City calculated the new ACGFL as the baseline rate and the first annual ACGFL adjustment will begin Fiscal Year 2024-25. The ACGFL rates for Fiscal Years 2024-25 through 2027-28 are based on growth in city taxed value and the previous year's city tax rate. Beginning in Fiscal Year 2028-29, all cities go to a $8.10 ACGFL maximum and the levy limitation calculation ceases. Certain levies like debt service, pensions, employee benefits and capital improvement reserve fund are not included in the new ACGFL limitation. The City has experienced property valuation growth within the parameters of the new legislative caps. Assuming the City exceeds the legislative caps in the future, the City's general fund levies will lag its relative valuation growth. For Fiscal Year 2024-25, the City's non TIF tax valuation growth was 4.42% causing the City's property tax revenue growth to be reduced by 2%. The City's Budget for Fiscal Year 2024-25 accommodated this reduced tax revenue relative to its non-TIF tax valuation growth.

On May 1, 2024, new legislation ("SF 2442") was signed into law by the Governor, which amongst other things, adjusts levy rates modified under HF 718 based on default rates and certain growth parameters for taxes and budgets beginning on or after July 1, 2025.

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for taxes levied by the City or have an adverse impact on standing appropriations or the future tax collections of the City. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinion expressed by Bond Counsel is based upon existing legislation as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending federal or state tax legislation.

Notwithstanding any modifications to property tax revenues that may result from prior, or any pending or future legislation, the Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

# CITY INDEBTEDNESS

## DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2023 valuation currently applicable to the Fiscal Year 2024-25 is as follows:

| | |
|---|---|
| 2023 Actual Valuation of Property | $4,555,470,532 [1)] |
| Legal Debt Limit of 5% | 0.05 |
| Legal Debt Limit | $227,773,527 |
| Less: G. O. Debt Subject to Debt Limit | (16,325,000) * |
| Less: Developer Rebate Agreements | (1,698,148) [2)] |
| Net Debt Limit | $209,750,379 * |

1) Actual Valuation as reported by the Iowa Department of Management.
2) As reported by the City pursuant to development agreements for urban renewal projects under the authority of Iowa Code Chapter 403 or other intergovernmental agreements (under chapter 28E, etc.). The Iowa Supreme Court has not formally ruled on the question of whether contracts to rebate the tax increment generated by a particular development constitutes indebtedness of a City for constitutional debt limit purposes. The amount above includes rebate agreements that may not be debt. Some development agreements are subject to the right of annual appropriation by the City, thereby limiting the extent of possible debt to only amounts currently due and appropriated in the current fiscal year. Amounts payable under a particular development agreement may not constitute legal indebtedness but are memorialized in the table below to conservatively state the City's possible financial exposure. Payment of future installments may be dependent upon undertakings by the developers, which may have not yet occurred. The City actively pursues opportunities consistent with the development goals of its various urban renewal plans, which may be amended from time to time, and the City may enter into additional development agreements committing to additional rebate incentives in calendar year 2024 or thereafter. Includes TIF rebate agreement payments for Fiscal Year 2024-25 which were appropriated by the City Council. For additional information see "OTHER DEBT: Tax Increment Rebate Agreements" table herein.

## DIRECT DEBT

### General Obligation Debt Paid by Property Taxes (Includes the Notes)

| Date of Issue | Original Amount | Purpose | Final Maturity | Principal Outstanding As of 11/13/24 |
|---|---|---|---|---|
| 7/16 | $2,865,000 | Capital Improvements | 6/26 | $575,000 |
| 7/18 | 2,860,000 | Capital Improvements | 6/28 | 1,325,000 |
| 7/20 | 3,430,000 | Capital Improvements | 6/30 | 2,275,000 |
| 7/22 | 3,860,000 | Capital Improvements | 6/35 | 3,610,000 |
| 11/24 | 4,520,000* | Capital Improvements | 6/37 | 4,520,000* |
| Subtotal | | | | $12,305,000* |

* Preliminary; subject to change.

**General Obligation Debt Paid by Sewer Utility Revenues**

| Date of Issue | Original Amount | Purpose | Final Maturity | Principal Outstanding As of 11/13/24 |
|---|---|---|---|---|
| 7/16 | $6,790,000 | Capital Improvements | 6/28 | $2,600,000 |
| 7/18 | 2,160,000 | Capital Improvements | 6/28 | 995,000 |
| Subtotal | | | | $3,595,000 |

**General Obligation Debt Paid by Storm Water Utility Revenues**

| Date of Issue | Original Amount | Purpose | Final Maturity | Principal Outstanding As of 11/13/24 |
|---|---|---|---|---|
| 7/18 | $920,000 | Capital Improvements | 6/28 | $425,000 |

**Total Outstanding General Obligation Debt** **$16,325,000***

**Annual Fiscal Year Debt Service Payments**

**General Obligation Debt Paid by Property Taxes (Includes the Notes)**

| | Current Outstanding | | Notes | | Total Outstanding | |
|---|---|---|---|---|---|---|
| Fiscal Year | Principal | Principal & Interest | Principal* | Principal & Interest* | Principal* | Principal & Interest* |
| 2024-25 | $1,210,000 | $1,466,500 | $0 | $124,300 1) | $1,210,000 | $1,590,800 1) |
| 2025-26 | 1,255,000 | 1,470,200 | 250,000 | 476,000 | 1,505,000 | 1,946,200 |
| 2026-27 | 1,000,000 | 1,175,350 | 610,000 | 823,500 | 1,610,000 | 1,998,850 |
| 2027-28 | 1,035,000 | 1,175,000 | 290,000 | 473,000 | 1,325,000 | 1,648,000 |
| 2028-29 | 700,000 | 803,300 | 305,000 | 473,500 | 1,005,000 | 1,276,800 |
| 2029-30 | 730,000 | 810,000 | 320,000 | 473,250 | 1,050,000 | 1,283,250 |
| 2030-31 | 340,000 | 395,650 | 340,000 | 477,250 | 680,000 | 872,900 |
| 2031-32 | 355,000 | 400,450 | 355,000 | 475,250 | 710,000 | 875,700 |
| 2032-33 | 370,000 | 404,800 | 370,000 | 472,500 | 740,000 | 877,300 |
| 2033-34 | 385,000 | 408,700 | 390,000 | 474,000 | 775,000 | 882,700 |
| 2034-35 | 405,000 | 417,150 | 410,000 | 474,500 | 815,000 | 891,650 |
| 2035-36 | | | 430,000 | 474,000 | 430,000 | 474,000 |
| 2036-37 | | | 450,000 | 472,500 | 450,000 | 472,500 |
| Total | $7,785,000 | | $4,520,000* | | $12,305,000* | |

* Preliminary; subject to change.

1) The June 1, 2025 $124,300 interest payment will be paid from capitalized interest deposited into the Debt Service Fund.

**General Obligation Debt Paid by Sewer Utility Revenues**

| Fiscal Year | Current Outstanding Principal | Current Outstanding Principal & Interest |
|---|---|---|
| 2024-25 | $865,000 | $959,150 |
| 2025-26 | 890,000 | 959,800 |
| 2026-27 | 910,000 | 957,100 |
| 2027-28 | 930,000 | 953,800 |
| Total | $3,595,000 | |

**General Obligation Debt Paid by Storm Water Utility Revenues**

| Fiscal Year | Current Outstanding Principal | Current Outstanding Principal & Interest |
|---|---|---|
| 2024-25 | $100,000 | $118,000 |
| 2025-26 | 105,000 | 118,000 |
| 2026-27 | 110,000 | 118,800 |
| 2027-28 | 110,000 | 114,400 |
| Total | $425,000 | |

**OTHER DEBT**

**Tax Increment Rebate Agreements**

| TIF Rebate Agreements | Total Estimated Obligation Outstanding as of 11/13/24 | Estimated Final Payment Date | Total Estimated Obligation Subject to Debt Limit as of 11/13/24 | |
|---|---|---|---|---|
| Strickler Properties | $30,750 | 6/30/26 | $15,375 | 1) |
| River Place Properties | 16,640,000 | 6/30/37 | 1,280,000 | 1) |
| CV Commercial 2, LLC | 41,600 | 6/30/25 | 41,600 | 1) |
| Martin Realty Company II, LLC | 1,677 | 6/30/25 | 1,677 | 1) |
| Arabella, LLC | 132,256 | 6/30/26 | 66,128 | 1) |
| Panther Builders, LLC | 27,240 | 6/30/26 | 13,620 | 1) |
| Standard Distribution Co. | 8,162 | 6/30/25 | 8,162 | 1) |
| SDC Real Estate, LLC | 5,974 | 6/30/25 | 5,974 | 1) |
| River Place Properties II, LLC | 562,911 | 6/30/27 | 187,637 | 1) |
| McWing, LLC | 106,171 | 6/30/31 | 0 | 2) |
| Prestige WW, LLC | 42,897 | 6/30/29 | 8,579 | 1) |
| Six Kids, LLC | 56,417 | 6/30/27 | 28,208 | 1) |
| Stone and Terrace, LLC | 65,940 | 6/30/29 | 13,188 | 1) |
| Community Bank & Trust | 112,000 | 6/30/28 | 28,000 | 1) |
| Total | | | $1,698,148 | |

1) TIF rebate agreement payments for Fiscal Year 2024-25 which were appropriated by the City Council; and subject to the Debt Limit.
2) No TIF rebate agreement payments were appropriated for Fiscal Year 2024-25.

**SEWER UTILITY REVENUE DEBT**

The City has revenue debt payable solely from net revenues of the sewer utility as follows:

| Date of Issue | Original Amount | Purpose | Final Maturity | Principal Outstanding As of 11/13/24 |
|---|---|---|---|---|
| 8/11 | $6,998,104 | Capital Improvements (SRF Loan) | 6/33 | $3,703,000 |

**ELECTRIC UTILITY REVENUE DEBT**

Cedar Falls Utilities ("CFU") has revenue debt payable solely from net revenues of the electric utility as follows:

| Date of Issue | Original Amount | Purpose | Final Maturity | Principal Outstanding As of 11/13/24 |
|---|---|---|---|---|
| 6/15 | $26,395,000 | Electric Refunding | 12/26 | $5,820,000 |

**NATURAL GAS UTILITY**

CFU is a member of joint powers entity, Central Plains Energy Project ("CPEP"), a separate legal entity organized under the laws of the state of Nebraska. CFU is member of CPEP, and a Project Participant with an enumerated amount of gas allocated to CFU by CPEP pursuant to a pre-paid gas financing. Debt issuances by CPEP are not obligations of Project Participants, rather are limited obligations of CPEP payable solely from the revenues and receipts pledged by CPEP, including revenues and receipts arising from the sale of gas to Project Participants.

**INDIRECT GENERAL OBLIGATION DEBT**

| Taxing District | 1/1/2023 Taxable Valuation [1] | Portion of Taxable Valuation within the City | Percent In City | G.O. Debt [2] | City's Proportionate Share |
|---|---|---|---|---|---|
| Black Hawk County | $6,968,929,563 | $2,451,676,681 [3] | 35.18% | $12,290,000 | $4,323,622 |
| Cedar Falls CSD | 2,560,367,240 | 2,370,710,147 [3] | 92.59% | 87,475,000 | 80,993,103 |
| Hudson CSD | 279,896,968 | 21,888,043 | 7.82% | 11,660,000 | 911,812 |
| Waterloo CSD | 3,442,788,748 | 59,078,491 | 1.72% | 0 | 0 |
| Dike-New Hartford CSD | 352,123,530 | 0 | 0.00% | 8,870,000 | 0 |
| Hawkeye Comm. College | 12,281,033,376 | 2,451,676,681 [3] | 19.96% | 16,735,000 | 3,340,306 |
| City's Share of Total Overlapping Debt | | | | | $89,568,843 |

1) Taxable Valuation excludes exemptions and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
2) Includes general obligation Notes, PPEL Notes, certificates of participation and new jobs training certificates. Estimate based on publicly available data as of August 5, 2024.
3) Includes $28,110 of Ag. TIF Increment valuation.

**DEBT RATIOS**

| | G.O. Debt | Debt/Actual Market Value ($4,555,470,532) [1] | Debt/40,713 Population [2] |
|---|---|---|---|
| Total General Obligation Debt | $16,325,000* | 0.36%* | $400.98* |
| Less: G. O. Debt Paid by Enterprise Funds [3] | (4,020,000)* | | |
| Net G.O. Debt Paid by Taxes and Tax Increment | $12,305,000* | 0.27%* | $302.24* |
| City's Share of Overlapping Debt | $89,568,843 | 1.97% | $2,200.01 |

1) Based on the City's 1/1/2023 100% Actual Valuation; includes Ag Land, Ag Buildings, all Utilities and TIF Increment.
2) Population based on the City's 2020 U.S. Census.
3) Includes general obligation debt paid by sewer and storm water utility revenues.

* Preliminary; subject to change.

# THE CITY

## CITY GOVERNMENT

Incorporated in 1854, the City of Cedar Falls, Iowa is governed by a seven member City Council under a Mayor-Council form of government, with an appointed City Administrator. One Council Member is elected from each of the City's five wards. Two City Council members and the Mayor are elected at large. The office of Mayor is a full-time position. The Mayor is the presiding officer of the City Council and coordinates the City Council's work and that of City officials. The City Administrator is appointed by the City Council and serves as the chief administrative officer.

Various City officials hold administrative responsibility. Department Directors of Finance & Business Operations, Community Development, Public Works and Public Safety Services have management and administrative responsibilities for their respective departments and report to the City Administrator. An appointed City Clerk is the custodian of City records and reports to the Director of Finance & Business Operations. The Controller/City Treasurer has financial, accounting and budget control responsibilities and reports to the Director of Finance & Business Operations.

The City uses a committee system to study routine problems more efficiently and comprehensively. All the City Council Members serve on the Committee of the Whole and report their findings, conclusions and recommendations to the Council as a whole. Many other Boards and Commissions also serve City needs, including a nine member Planning and Zoning Commission which acts in advisory capacity to the City Council.

## LEVIES AND TAX COLLECTIONS

| Fiscal Year | Levy [1] | Collected During Collection Year [1] | Percent Collected |
|---|---|---|---|
| 2020-21 | $25,791,096 | $27,036,815 [2] | 104.83% |
| 2021-22 | 29,058,353 | 29,056,811 | 99.99% |
| 2022-23 | 29,826,879 | 29,797,625 | 99.90% |
| 2023-24 | 29,747,987 | 29,695,665 | 99.82% |
| 2024-25 | 33,920,870 | ---------In Process of Collection--------- | |

1) Includes TIF levies and collections.
2) Higher collections due to no tax sale in 2020 due to Covid-19.

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1.5% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

Source: The City

**TAX RATES**

| | FY 2020-21 $/$1,000 | FY 2021-22 $/$1,000 | FY 2022-23 $/$1,000 | FY 2023-24 $/$1,000 | FY 2024-25 $/$1,000 |
|---|---|---|---|---|---|
| Black Hawk County | 6.33625 | 6.17391 | 5.63335 | 5.57357 | 5.53278 |
| City of Cedar Falls | 11.43408 | 11.38273 | 11.51171 | 11.40320 | 11.86133 |
| Cedar Falls Community School District | 13.89314 | 13.95299 | 15.83886 | 15.27999 | 14.78628 |
| Hawkeye Community College | 1.15802 | 1.17640 | 1.18571 | 1.21183 | 1.23407 |
| Assessor/Appraiser | 0.22095 | 0.22103 | 0.22911 | 0.20918 | 0.21834 |
| Agriculture Ext. Service | 0.09580 | 0.09872 | 0.11456 | 0.10041 | 0.10172 |
| State of Iowa | 0.00270 | 0.00260 | 0.00240 | 0.00180 | 0.00180 |
| Total Tax Rate City Resident | 33.14094 | 33.00838 | 34.51570 | 33.77998 | 33.73632 |

**LEVY LIMITS**

Pursuant to HF 718 the City's new adjusted city general fund levy ("ACGFL") for Fiscal Year 2024-2025 is $8.22247. To control the growth of property taxes, the ACGFL is subject to potential limitation or reduction by constraining growth each year depending on if certain growth triggers are met or exceeded during the prior year. The levy limitation is only applicable Fiscal Year 2024-2025 through Fiscal Year 2027-2028. Beginning in Fiscal Year 2028-2029, the levy limitation ceases and the City will go to a $8.10 ACGFL maximum. Certain levies like debt service, pensions, employee benefits and capital improvement reserve fund are not included in the new ACGFL limitation. The City's recent property valuation growth has often exceeded the new legislative caps. Assuming the City exceeds the legislative caps in the future, the City's general fund levies will lag its relative valuation growth. For Fiscal Year 2024-25, the City's non TIF tax valuation growth was 4.42% causing the City's property tax revenue growth to be reduced by 2% of its revenues. The City's Budget for Fiscal Year 2024-25 accommodated this reduction of tax revenues relative to its non-TIF tax valuation growth. Debt service levies are not limited, rather the City is only subject to the aggregate constitutional debt limits. See "DEBT LIMIT" under "CITY INDEBTEDNESS" and "PROPERTY TAX LEGISLATION" under "CITY PROPERTY VALUES" included in APPENDIX A to this Preliminary Official Statement for a discussion of revisions to the administration of the general fund levy beginning in Fiscal Year 2024-25 and a legislative update for Fiscal Year 2025-26.

*(The remainder of this page has been intentionally left blank.)*

**FUNDS ON HAND (Cash and Investments as of June 30, 2024)**

| | |
|---|---|
| General | $8,632,209 |
| Street Construction | 7,606,490 |
| Local Street Repair | 12,711,324 |
| Cable Television | 1,700,602 |
| Parking Meter | 302,436 |
| Visitors & Tourism Services | 1,388,081 |
| Police Forfeiture & D.A.R.E. | 17,314 |
| Police Retirement | 3,369,040 |
| Fire Retirement | 2,542,731 |
| Library Reserve | 342,375 |
| Softball Player | 218,745 |
| Golf Capital | 460,930 |
| Rec. Center Capital | 622,187 |
| Hearst Center Capital | 430,694 |
| Debt Service | 363,190 |
| Washington Park/Par 3 | 35,445 |
| FEMA | 970,688 |
| Coronavirus Local Relief | 1,664,728 |
| TIF Bond Fund | (19,206,599) 1) |
| 2024 Bond Fund | (286,586) 2) |
| 2018 Bond Fund | 113,455 |
| 2020 Bond Fund | (4,469,173) 3) |
| 2022 Bond Fund | 1,577,257 |
| Capital Projects and Equipment | 28,676,025 |
| Parkade Renovation | 16,116 |
| Sidewalk Assessment | (22,348) 4) |
| Economic Development | 10,271,642 |
| Sewer Bond Funds | 2,027,311 |
| Refuse | 5,561,408 |
| Sewer Rental | 20,416,180 |
| Storm Water Utility | 1,461,398 |
| Data Processing | 1,765,193 |
| Health Insurance | 1,677,000 |
| Health Severance | 275,955 |
| Vehicle Maintenance | 2,558,732 |
| Payroll | 3,011,445 |
| Workmen's Compensation | 1,356,493 |
| L.T.D. Insurance | 470,673 |
| Liability Insurance | 1,749,809 |
| Greenwood Perpetual Care | 263,421 |
| Fairview Perpetual Care | 189,108 |
| Hillside Perpetual Care | 58,278 |
| Sartori Memorial Hospital | 15,520,636 |
| Section 8 Housing Vouchers | 946,504 |
| Block Grant | 79,968 |
| Total Cash & Investments | $119,438,510 |

1) Deficit will be eliminated by future TIF revenues.
2) Deficit will be eliminated by bond proceeds.
3) Deficit will be eliminated by grant reimbursements.
4) Deficit will be eliminated by future special assessment collections.

**EMPLOYEES AND PENSIONS**

The City currently has 227 full-time employees and 102 part-time or seasonal employees, excluding Cedar Falls Utilities personnel. In addition, the City has a public safety department with 76 sworn fire, police and public safety officers. The City participates in two statewide employee retirement systems, the Iowa Public Employees Retirement System ("IPERS") and the Municipal Fire and Police Retirement System of Iowa ("MFPRSI"). The State of Iowa administers IPERS and a nine-member board of trustees governs the MFPRSI. Though separate and apart from state government, the MFPRSI board is authorized by state legislature, which also establishes by statute the pension and disability benefits and the system's funding mechanism. All full-time employees must participate in either IPERS or MFPRSI.

Iowa Public Employees Retirement System: IPERS membership is mandatory for employees of the City except those covered by another retirement system. The City contributes to IPERS, which is a cost-sharing, multiple-employer, contributory defined benefit public employee retirement system administered by State of Iowa. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City's contributions to IPERS for the previous three fiscal years, as shown below, equal the required contributions for each year.

| | FY 2020-21 | FY 2021-22 | FY 2022-23 |
|---|---|---|---|
| IPERS City Contribution | $1,047,351 | $1,072,135 | $1,157,515 |

The IPERS Annual Comprehensive Financial Report is available on the IPERS website, or by contacting IPERS at 7401 Register Drive P.O. Box 9117, Des Moines, IA 50321. However, the information presented in such financial reports or on such website is not incorporated into this Preliminary Official Statement by any references.

*Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the IPERS website.*

Pursuant to Governmental Accounting Standards Board ("GASB") Statement No. 68, the City reported a liability of $5,322,320 within its Annual Comprehensive Financial Report as of June 30, 2023 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2022, the City's collective proportion was 0.140871% which was an increase of 0.196391% from its proportion measured as of June 30, 2021.

The City cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the City. Thus, it is not possible to predict, control or prepare for future unfunded actuarial liabilities ("UAL") of IPERS. The UAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAL could be substantial in the future, requiring significantly increased contributions from the City which could affect other budgetary matters.

Municipal Fire and Police Retirement System of Iowa: The City contributes to MFPRSI, which is a cost-sharing, multiple-employer defined benefit pension plan. MFPRSI provides retirement, disability, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statute, and vest after four years of credited service. MFPRSI membership is mandatory for fire fighters and police officers covered by the provisions of Chapter 411 of the Code of Iowa.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established and may be amended by state statute. The City's contributions to MFPRSI for the previous three fiscal years, as shown below, equal the required contributions for each year.

| | FY 2020-21 | FY 2021-22 | FY 2022-23 |
|---|---|---|---|
| MFPRSI City Contribution | $1,445,236 | $1,546,941 | $1,598,647 |

The MFPRSI's Independent Auditors Report is available on the MFPRSI website, or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

*Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the MFPRSI website.*

Pursuant to GASB Statement No. 68, the City reported a liability of $9,824,664 with its Annual Comprehensive Financial Report as of June 30, 2023 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2022, the City's proportion was 1.749498% which was a decrease of 0.007715% from its proportion measured as of June 30, 2021.

For additional information on the City's Pension Plans, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumption, discount rate and discount rate sensitivities refer to Note F beginning on page 74 of the City's June 30, 2023 Annual Comprehensive Financial Report contained in APPENDIX C to this Preliminary Official Statement.

**OTHER POST-EMPLOYMENT BENEFITS (OPEB)**

Plan Description: The City operates a single-employer health benefit plan which provides medical, prescription drug and life benefits for all full-time, active employees and retired employees and their eligible dependents. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The plan does not issue a stand-alone financial report.

OPEB Benefits: Employees of the City who are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retirees under age 65 pay the same premium for the medical, prescription drug and life benefits as active employees, which results in an implicit rate subsidy and an OPEB liability.

Retired participants must be age 55 or older at retirement. As of June 30, 2023, there were 17 inactive employees or beneficiaries and 196 active employees receiving benefit payments.

Funding Policy: The contribution requirements of plan members are established and may be amended by the City. The City currently finances the benefit plan on a pay-as-you-go basis. Most expenditures are paid for out of the General Fund.

The City's total OPEB liability of $3,541,710 as of June 30, 2023 was measured as of June 30, 2022, and was determined by an actuarial valuation as of that date. The following table represents the change in the total OPEB liability from the prior year:

| | |
|---|---|
| Total OPEB liability beginning of year | $3,410,500 |
| Changes for year: | |
| Service cost | 239,867 |
| Interest | 129,371 |
| Difference between expected and actual experience | -- |
| Change in assumptions | -- |
| Benefit payments | (238,028) |
| Net changes | $131,210 |
| Net OPEB liability, end of year | $3,541,710 |

For additional information on the City's OPEB, refer to Note G - Other Postemployment Benefits, beginning on page 84 of the City's June 30, 2023 Annual Comprehensive Financial Report included in APPENDIX C to this Preliminary Official Statement.

**UNION CONTRACTS**

The City currently has negotiated contracts with the two employee groups as shown in the table below.

| Employee Group | Contract Expiration Date | % Annual Increase |
|---|---|---|
| Teamsters – Parks & Public Works | 06/30/27 | Years 1-2: 3%<br>Year 3: $1.00 market adjustment + 3.5%<br>Years 4-5: $.50 market adjustment plus no less than 2.5%, no more than 3.5%. |
| Teamsters – Police | 06/30/27 | Years 1-2: $.50 market adjustment plus 3.5%<br>Year 3: $.50 market adjustment + 4.1%<br>Years 4-5: $.50 market adjustment + no less than 3.5%, no more than 4.5% |

*(The remainder of this page has been intentionally left blank.)*

**INSURANCE**

The City's insurance coverage is as follows:

| Type of Insurance | Coverage |
|---|---|
| Property | $180,499,141 Total Insured Values<br>$100,000 Deductible |
| Public Risk General Liability | $7,000,000 Limit<br>$10,000,000 General Aggregate<br>$150,000 Self-Insured Retention |
| Employee Benefits Liability | Limit Included in GL Limit<br>Aggregate Included in GL Limit<br>$150,000 Self-Insured Retention |
| Business Auto Liability | $7,000,000 Limit<br>$150,000 Self-Insured Retention |
| Public Officials Liability | $7,000,000 Limit<br>$10,000,000 Aggregate<br>$150,000 Self-Insured Retention |
| Law Enforcement Coverage | $7,000,000 Limit<br>$10,000,000 Aggregate<br>$150,000 Self-Insured Retention |
| Employment Practices Liability | $7,000,000 Limit<br>$10,000,000 Aggregate<br>$150,000 Self-Insured Retention |
| Auto Physical Damage | $20,863,033 Total Vehicle Values<br>$10,000 Deductible Per Vehicle |
| Equipment Breakdown | $100,000,000 Limit<br>$5,000 Deductible |
| Excess Workers' Compensation | $1,000,000 Limit<br>$1,000,000 Aggregate Limit<br>$500,000 Self-Insured Retention<br>$750,000 Retention (Police/Fire) |
| Crime | $500,000 Limit<br>$25,000 Deductible |
| Cyber Liability | $2,000,000 Limit<br>$2,000,000 Aggregate<br>$25,000 Deductible |

The City maintains insurance policies in the amount of $7,000,000 limit for general liability, and $2,000,000 limit for cyber liability (including a $2,000,000 limit for cyber breach coverage).

# GENERAL INFORMATION

## LOCATION AND TRANSPORTATION

The City, with a 2020 U.S. census population of 40,713 and a total land area of 29.1 square miles, is located adjacent to the City of Waterloo, Iowa. The City is 105 miles northeast of Des Moines, Iowa, 192 miles south of Minneapolis, Minnesota and 275 miles west of Chicago, Illinois. The City is accessible by U.S. Highways No. 20, 63 and 218 and State Highways No. 21, 57, 281 and 412. Interstate Highway No. 380 links the City and the City of Waterloo, Iowa with the southeastern area of the State and connects with Interstate Highway No. 80. Interstate Highway No. 35 is located about 65 miles west of the City. Bus transportation is provided in the City by the Metropolitan Transit Authority and both in and out of state by three bus lines. Commercial and charter air service is available at the Waterloo Municipal Airport.

## LARGER EMPLOYERS

A representative list of larger employers in the City is as follows:

| Employer | Type of Business | Number of Employees [1)] |
|---|---|---|
| John Deere Product Eng. Center | Manufacturer | 5,000 [2)] |
| MercyOne Medical | Health Care Hospital & Clinics | 2,669 [2)] |
| University of Northern Iowa | Post-secondary education | 1,811 |
| Cedar Falls Community School District | Education | 1,353 [3)] |
| Hy-Vee Food Stores | Retail | 1,325 [2)] |
| The Western Home | Elderly Housing/Care | 1,052 |
| Target Distribution | Retail Distributor | 840 |
| Omega Cabinetry Ltd | Manufacturer | 812 [2)] |
| Martin Brothers Distribution | Frozen Foods/Institutional Products | 710 |
| Area Education Agency 267 | Education | 615 |

1) Number of employees includes all full-time, part-time and seasonal employees.
2) Number of employees includes multiple locations in both Cedar Falls and Waterloo.
3) Number of employees includes all full-time, part-time, seasonal, substitutes and coaches.

Source: The City. The list is updated frequently as changes are identified and is not to be construed as a complete profile.

## U.S. CENSUS DATA

| | | |
|---|---|---|
| Population Trend | 1980 U.S. Census | 36,322 |
| | 1990 U.S. Census | 34,298 |
| | 2000 U.S. Census | 36,145 |
| | 2010 U.S. Census | 39,260 |
| | 2020 U.S. Census | 40,713 |

Source: U.S. Census Bureau

## BUILDING PERMITS

City officials report the following construction activity as of June 30, 2024. Building permits are reported on a fiscal year basis.

| | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|
| Single Family Homes | | | | | |
| No. of new homes: | 94 | 127 | 82 | 90 | 89 |
| Valuation: | $24,929,465 | $39,212,602 | $24,659,676 | $22,738,202 | $31,810,021 |
| Multiple Family Dwellings | | | | | |
| No. of new buildings: | 13 | 0 | 0 | 1 | 0 |
| Valuation: | $3,690,000 | $0 | $0 | $2,509,166 | $0 |
| Dwelling Additions & Alterations | | | | | |
| No. of permits issued: | 888 | 984 | 814 | 953 | 958 |
| Valuation: | $10,369,480 | $13,372,316 | $12,275,059 | $16,145,127 | $14,297,484 |
| Commercial/Industrial/Other | | | | | |
| No. of new buildings: | 29 | 18 | 6 | 5 | 13 |
| Valuation: | $20,895,047 | $119,598,350 | $35,949,227 | $7,157,100 | $41,810,169 |
| Commercial /Industrial /Other Additions & Alterations | | | | | |
| No. of permits issued: | 101 | 104 | 110 | 88 | 119 |
| Valuation: | $11,697,488 | $13,242,304 | $15,064,004 | $11,790,534 | $17,124,227 |
| Total Permits: | 1,125 | 1,233 | 1,012 | 1,137 | 1,179 |
| Total Valuations: | $71,581,480 | $185,425,572 | $87,947,966 | $60,340,129 | $105,041,901 |

## UNEMPLOYMENT RATES

| | | City of Cedar Falls | Black Hawk County | State of Iowa |
|---|---|---|---|---|
| Annual Averages: | 2020 | 4.3% | 6.1% | 5.2% |
| | 2021 | 2.9% | 4.2% | 2.8% |
| | 2022 | 2.4% | 3.0% | 2.8% |
| | 2023 | 2.5% | 3.2% | 2.9% |
| | 2024 (through June) | 2.5% | 3.3% | 2.9% |

Source: U.S. Bureau of Labor Statistics

## EDUCATION

The Cedar Falls Community School District (the "District") owns and operates seven elementary schools, two junior high schools, one alternative high school and one senior high school, in addition to an administration center and central services building, all of which are located within the City. The District employs approximately 849 full-time and part-time employees (not included athletic coaches and substitute teachers) and has an October 2023 certified enrollment of 5,525.2.

The University of Northern Iowa, located within the City, is a public, co-educational university with approximately 1,811 full-time, part-time and seasonal employees. Wartburg College, a private, four-year liberal arts college, is located in the City of Waverly, Iowa, which is 15 miles north of the City. The Area VII Hawkeye Community College, a public, post-secondary vocational/technical school, is located within the City of Waterloo, Iowa which is adjacent to the City.

**FINANCIAL SERVICES**

Financial services for residents of the City are provided by Lincoln Savings Bank and branch offices of BankIowa, Cedar Rapids Bank and Trust Company, Community Bank & Trust, Farmers State Bank, First Bank, First National Bank, First Security State Bank, MidWestOne Bank, Regions Bank, US Bank N.A., and Wells Fargo Bank, N.A. as well as by several credit unions.

Lincoln Savings Bank, one of the largest providers of financial services in the City, reports the following deposits as of June 30 for each year:

| Year | Lincoln Savings Bank |
|---|---|
| 2019 | $1,074,848,000 |
| 2020 | 1,124,074,000 |
| 2021 | 1,234,286,000 |
| 2022 | 1,412,199,000 |
| 2023 | 1,582,145,000 |

Source: FDIC website

# APPENDIX B

FORM OF LEGAL OPINION

# APPENDIX C

JUNE 30, 2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT

# APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

# OFFICIAL BID FORM

TO: City Council of
City of Cedar Falls, Iowa

Sale Date: October 7, 2024
10:00 A.M., Central Time

RE: $4,520,000* General Obligation Capital Loan Notes, Series 2024 (the "Notes")

This bid is a firm offer for the purchase of the Notes identified in the TERMS OF OFFERING, on the terms set forth in this bid form, the TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING.

For all or none of the above, the Notes, in accordance with the TERMS OF OFFERING, we will pay you not less than $_____ (minimum amount of $4,474,800) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

| Coupon | Maturity | Yield | Coupon | Maturity | Yield |
|---|---|---|---|---|---|
| _____ | 2026 | _____ | _____ | 2032 | _____ |
| _____ | 2027 | _____ | _____ | 2033 | _____ |
| _____ | 2028 | _____ | _____ | 2034 | _____ |
| _____ | 2029 | _____ | _____ | 2035 | _____ |
| _____ | 2030 | _____ | _____ | 2036 | _____ |
| _____ | 2031 | _____ | _____ | 2037 | _____ |

* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Notes and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $4,750,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of Notes principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

We hereby designate that the following Notes to be aggregated into term Notes maturing on June 1 of the following years and in the following amounts (leave blank if no term Notes are specified):

| Years Aggregated | Maturity Year | Aggregate Amount |
|---|---|---|
| _____ through _____ | _____ | _____ |
| _____ through _____ | _____ | _____ |
| _____ through _____ | _____ | _____ |

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated September 16, 2024, and represent we are a bidder with established industry reputation for underwriting new issuances of municipal notes. In the event of failure to deliver these Notes in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: $_____

TRUE INTEREST COST: _____% (Calculated to the dated date of November 13, 2024)

Account Manager: _____By: _____

Account Members:_____

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Cedar Falls, Iowa this 7th day of October 2024.

Attest: _____ By: _____

Title: _____ Title: _____

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:** September 9, 2024

**SUBJECT:** Revision to Personnel Policies CFD 2257: Employee Wellness and CFD 2159: Severance Pay

Attached for your approval are revisions to personnel policies CFD 2257: Employee Wellness and CFD 2159: Severance Pay. The revision to the Employee Wellness personnel policy reflects an addition of one (1) wellness paid-time-off (PTO) day for eligible employees at the suggestion of the City's wellness committee to promote employee wellness, wellbeing, and work-life balance. The revision to the Severance Pay personnel policy reflects how the one wellness PTO day would be handled upon leaving employment with the City similar to other employee benefits and a few minor formatting revisions.

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

Attachment

# CFD 2257: Personnel Policy – Employee Wellness

*Approved ~~March 1, 2019~~September 16, 2024 by the Cedar Falls City Council*
*~~Received and Filed August 21, 2023 by the Cedar Falls City Council~~*

**POLICY:**

It is the policy of the City of Cedar Falls to support a wellness/wellbeing program with related activities for full-time and year-round permanent part-time employees, reserves/volunteers, elected officials, and retirees enrolled in the City's health plan. The City recognizes that effectively serving the community depends in part upon the wellbeing of the above individuals.

**PROCEDURES:**

1. **General Guidance.**

A. The City has authorized the formation of a City wellness committee whose mission is to provide opportunities and programs for employees to engage in activities that promote wellness and wellbeing.

1). Eligible employees who complete wellness programs and activities have the opportunity to earn various incentives and rewards including paid-time-off (PTO) based on the then current fiscal year's wellness guidelines set by the wellness committee and approved by the City Administrator.

a. Eligible employees must participate in and complete all the wellness requirements determined by the wellness committee within the same fiscal year to be eligible to earn PTO.

b. Eligible employees hired after the fiscal year begins are eligible to participate in wellness programs and activities immediately upon hire.~~,~~ H~~h~~owever, such employees will not be eligible to earn PTO until after completion of all wellness requirements determined by the wellness committee for the entirety of the next fiscal year after hire.

~~a.~~c. F~~f~~ull-time employees are eligible to earn up to eight (8) hours of PTO. Full-time p~~P~~ublic safety employees assigned to a 6-3 shift are eligible to earn up to 8.25 hours. Full-time p~~P~~ublic safety employees assigned to a 24-hour shift are eligible to earn up to 24 hours.

d. P~~p~~ermanent part-time employees who work 20 hours or more per week on a consistent year-round basis are eligible to earn PTO under this policy on a pro rata basis, based upon the number of normal hours worked in a pay period.

e. Earned PTO under this policy will be added to eligible employees' accrual balance at the start of the fiscal year on July 1st. Eligible employees must take the earned PTO on or after the date the fiscal year begins through the last day of the same fiscal year. Unused PTO will be forfeited without exception.

B. Certain individuals may be offered reduced rates on annual membership fees to the Cedar Falls Recreation Center and passes to other City-sponsored fitness activities. Such reduced rates must be approved on an annual basis. These individuals are as follows:

1). Full-time employees (individual and family).

2). Elected officials (individual and family).

3). Police Reserves who have served the City for at least one year with no break in service and who meet departmental work requirements (individual and family).

4). Permanent Ppart-time employees who work 20 hours or more per week year-round (individual and family).

5). Retirees enrolled in the City's health plan in good standing (individual only unless family members are also enrolled in the retiree's health plan in which case family is also eligible).

C. Reduced rates on influenza immunizations and health screenings may be offered from time to time to these eligible individuals.

**ADOPTED / AMENDED:** 3/1/19, 9/16/24

# CFD 2159: Personnel Policy – Severance Pay

*Approved September 16, 2024~~March 7, 2022~~ by the Cedar Falls City Council*
*~~Received and Filed August 21, 2023 by the Cedar Falls City Council~~*

**POLICY:**

It is the Policy of the City of Cedar Falls to provide severance pay to qualifying terminating employees in accordance with the below guidelines.

**PROCEDURES:**

1. **General Guidance.**

A. Employees hired on or before July 1, 1983, have the sick leave severance program they elected in writing and filed with the Financial Services Division. Non-union employees hired on or before July 1, 1983, have the option to elect the formula set forth in Comment #2 by filing a written election with the Financial Services Division no later than June 30, 2004.

B. Full-time employees hired after July 1, 1983, and before July 1, 1989, will be paid for unused sick leave remaining as of their termination date using the following formula:

1). 0 – 720 hours remaining: No severance pay

2). More than 720 hours but equal to or less than 1440 hours remaining: 100% payment for the hours remaining over 720 hours up to a maximum of 1440 hours

3). More than 1440 hours remaining: 50% payment for the remaining hours

4). Example: 400 hours remaining equals No severance pay

5). Example: 1200 hours remaining equals 480 hours of severance pay: (1200 - 720 = 480 x 100% = 480)

6). Example: 2000 hours remaining equals 1000 hours of severance pay: (50% x 2000 = 1000)

C. A “day” of unused sick leave for 8-hour ~~work day~~workday employees is equal to 8 hours for purposes of this policy.

D. A “day” of unused sick leave for less than 8-hour ~~work day~~workday employees is equal to the hours normally worked for purposes of this policy.

E. A “day” of unused sick leave for more than ~~8 hour~~8-hour work day employees is equal to 8 hours for purposes of this policy. This would include eligible ~~24 hour~~24-hour shift employees.

F. Employees hired after July 1, 1989 are not eligible for any sick leave severance benefits to be paid to them in cash. However, effective July 1, 2004, employees hired after July 1, 1989 who are non-union, and who have given timely written notice of resignation or retirement in accordance with *CFD 2113: Termination of Employment* and *CFD 2114: Retirement*, shall

be eligible to use any sick leave accruals remaining after application of the formula set forth in Paragraph B for future medical insurance premiums for the employee and, if eligible, the employee's spouse and/or children. For purposes of this policy the term "medical insurance" shall include group health and prescription coverage, but not dental, vision, or any other coverage. Also for purposes of this policy, initial and continued eligibility for payment of future medical insurance premiums for the employee's spouse and children is determined in the same way as eligibility for coverage is determined according to the terms of the City's group medical insurance policy in effect at the time eligibility is being determined. Any payments for medical insurance premiums shall be made in accordance with any IRS publications and regulations in effect at the time of the employee's severance. Any payments or reimbursements shall be made in accordance with the Finance Policies of the Financial Services Division.

1). Employees shall be required to show reasonable proof of medical insurance as required by the Financial Services Division in order to be reimbursed.

~~F.~~G. Part-time employees shall be eligible for sick leave severance calculated in accordance with the formula set forth in Paragraph B above, but such eligible part-time employees shall be paid for remaining sick leave in a lump sum cash payment, and not payment for medical insurance premiums.

~~G.~~H. Any sick leave casual day that was earned within one year of termination shall be forfeited upon termination. Employees are not eligible for any sick leave casual day benefits effective July 1, 2004.

~~H.~~I. Employees who have completed the probationary period shall receive their accrued vacation time benefits on the basis of the number of days accrued on a pro-rata basis of time worked during the fiscal year. However, new employees will not receive accrued vacation benefits if they leave City employment prior to their one-year anniversary (see also *CFD 2256: Vacations*).

J. Employees who have completed the probationary period shall receive any accrued floating holiday pay on the basis of the number of days accrued on a pro-rata basis of time worked during the fiscal year.

~~I.~~K. Employees who have earned wellness paid-time-off (PTO) in accordance with *CFD 2257: Employee Wellness*, shall be paid for any unused wellness PTO balance.

~~J.~~L. Non-exempt employees shall receive compensation for any unused, accrued compensatory time.

~~K.~~M. Any benefit time off which is used in excess of that which is earned or accrued at the time of termination shall be paid back to the City by deduction from the final paycheck or will be billed to the terminating employee and shall be paid back to the City no later than 10 days from receipt of final paycheck.

~~L.~~N. All severance benefits of an eligible employee or former employee that have been earned but not used at the time of the employee or former employee's death shall be paid to

the employee's estate.

~~M.~~O. Employees may elect to split their severance payment between two tax years or have it held in escrow for payment of benefits as allowed by Federal law and in accordance with any plans which may be implemented by the City.

~~N.~~P. Benefit plan termination options will be discussed with the Financial Services Division during the employee's pre-departure meeting.

~~O.~~Q. Employees may receive a severance estimate once per calendar year upon request to the Financial Services Division.

~~P.~~R. Employees whose status changes from part-time to full-time shall be credited with the sick days earned while part-time. Employees whose status changes from full-time to part-time shall be paid in a lump sum under the formula in Paragraph B above if eligible, and such payment shall include sick days earned while working full-time. Employees whose status changes from union member to non-union member shall be credited with sick days earned while a union member.

~~Q. Employees shall be required to show reasonable proof of medical insurance as required by the Financial Services Division in order to be reimbursed.~~

**ADOPTED / AMENDED:** 3/22/04, 6/1/15, 7/18/16, 3/1/19, 1/6/20, 3/7/22, 9/16/24

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:** September 11, 2024

**SUBJECT:** Warranty Deed 4109 West 1st Street, Cedar Falls

Please find attached a Warranty Deed and attendant documents executed by Mary Fogarty, the owner of the property located at 4109 W. 1st Street in Cedar Falls. This is the property located at the northwest corner of the intersection of W. 1st Street and Union Road. This intersection will be improved by IDOT in the coming years and a portion of this property will be needed for this project. Council approved the purchase agreement for this property on August 5, 2024.

Staff recommends that the Deed and attendant documents be approved and accepted by Council.

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

Thank you.

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

**Preparer Information:** John W. Harris, PO Box 928, Waterloo, IA 50704, Phone: 3192340535

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

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

**Grantors:** Mary Ramsey Fogarty

**Grantees:** The City of Cedar Falls

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

# WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Mary Ramsey Fogarty, Single does hereby Convey to The City of Cedar Falls, the following described real estate in Black Hawk County, Iowa:

> South 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County Iowa, except that part conveyed to Black Hawk County, Iowa for road purposes in 100 LD 45.

Grantors do Hereby Covenant with grantees, 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 as may be above stated; 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 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: 8/22/24.

Mary Ramsey Fogarty

Mary Ramsey Fogarty, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on August 8th 2024 by Mary Ramsey Fogarty.

Signature of Notary Public

NOTARIAL SEAL IOWA
CHRIS BIECHLER
Commission No.856231
My Commission Expires
5/24/27

CTRL #

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

*1557006019999*

Item 10.

## REAL ESTATE TRANSFER - DECLARATION OF VALUE

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

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

Date of Instrument (MMDDYYYY) _ _ _ _ _ _ _ _

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

Seller: Mary Ramsey Fogarty Phone Number:

Seller Address: 4109 West 1st Street City: Cedar Falls

State: Iowa ZIP: 50613 email:

Buyer: The City of Cedar Falls Phone Number:

Buyer Address: 220 Clay Street City: Cedar Falls

State: Iowa ZIP: 50613 email:

Address of Property Conveyed: 4109 West 1st Street

City: Cedar Falls State: Iowa ZIP: 50613

Legal Description: See Addendum 1

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

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

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

### DECLARATION OF VALUE STATEMENT

1. Total Amount Paid ..... , 4 2 0 , 0 0 0 .00
2. Amount Paid for Personal Property ..... , , 0 .00
3. Amount Paid for Real Property ..... , 4 2 0 , 0 0 0 .00

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

Printed Name: Mary Ramsey Fogarty Phone Number:

Signature: Mary Ramsey Fogarty Buyer or Seller X

## Part II - TO BE COMPLETED BY THE ASSESSOR

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

### SECTION A: SINGLE CLASSIFICATION

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

City/Township: Occupancy:

Primary Parcel Number: Year Built:

| Class | Land | Building | Dwelling |
|---|---|---|---|
| Res | .00 | .00 | .00 |
| Com | .00 | .00 | |
| Ind | .00 | .00 | |
| Ag | .00 | .00 | .00 |
| MultiRes | .00 | .00 | .00 |

Subtotal .00

### SECTION B: DUAL CLASSIFICATION

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

City/Township: Occupancy:

Primary Parcel Number: Year Built:

| Class | Land | Building | Dwelling |
|---|---|---|---|
| Com | .00 | .00 | |
| Ind | .00 | .00 | |
| MultiRes | .00 | .00 | .00 |

Subtotal .00

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

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

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

NUTC

Jurisdiction

Comments:

# Addendum 1

Legal Description of Property Conveyed:

South 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to Black Hawk County, Iowa for road purposes in 100 LD 45.

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT**
TO BE COMPLETED BY TRANSFEROR

If the transaction is exempt from filing a declaration of value pursuant to Iowa Code 428A.1(2), **STOP HERE**. Pursuant to Iowa Code section 558.69(1), when no declaration of value is submitted during a transaction, you are not required to submit a groundwater hazard statement or include the statutory language in Iowa Code section 558.69(8A). Please consult your realtor or legal counsel for further advice, including on whether a declaration of value is required. The Department provides this information for statutory reference only.

Instructions for this document can be found at:
https://www.iowadnr.gov/Portals/idnr/uploads/forms/5420960%20Instructions.pdf

Attachment 1, if required, can be found at: https://www.iowadnr.gov/Portals/idnr/uploads/forms/5420960a.pdf

**TRANSFEROR:**
Name: Mary R. Fogarty
Address: 4109 West 1st Street, Cedar Falls, IA 50613
**TRANSFEREE:**
Name: City of Cedar Falls, Iowa
Address: 220 Clay Street
Cedar Falls, IA 50613

Address of Property Transferred:
4109 West 1st Street, Cedar Falls, Iowa 50613

Legal Description of Property: (Attach if necessary)
The South One-half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section No. Four (4), Township No. Eighty-nine (89) North, Range No. Fourteen (14) West of the Fifth (5th) Principal Meridian, Black Hawk County, Iowa. Except that part conveyed to Black Hawk County, Iowa for road purposes by Deed Recorded in Land Deed Record 100 at page 45 of the records of said County.

**1. Wells (check one)**

☐ No Condition - There are no known wells situated on this property.

☑ Condition Present - There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

☑ No Condition - There is no known solid waste disposal site on this property.

☐ Condition Present - There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

☑ No Condition - There is no known hazardous waste on this property.

☐ Condition Present - There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

☑ No Condition - There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)

☐ Condition Present - There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**5. Private Burial Site (check one)**

☑ No Condition - There are no known private burial sites on this property.

☐ Condition Present - There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

**6. Private Sewage Disposal System (check one)**

☐ No Condition - All buildings on this property are served by a public or semi-public sewage disposal system.

☐ No Condition - This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.

☐ Condition Present - There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.

☐ Condition Present - There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.

☐ Condition Present - There is a building served by private sewage disposal system on this property. The system is failing to ensure effective wastewater treatment or is otherwise improperly functioning, and the buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

☑ Condition Present - There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #7]

☐ Condition Present - There is a building served by private sewage disposal system on this property. This property is exempt from the private sewage disposal inspection requirements pursuant to the following Exemption [Note: for exemption #7 use prior check box]:

_____.

☐ Condition Present - There is a building served by private sewage disposal system on this property. The private sewage disposal system has been installed within the past two years pursuant to permit number:

_____

Review the following two directions carefully:

A. **If you selected a box stating "No Condition" for every numbered section above, STOP HERE. Do not submit this**

**form**. Instead, pursuant to Iowa Code section 558.69(8A), you must include the following language on the first page of the recorded deed, instrument, or other writing:

> "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."

Please consult your realtor or legal counsel for further advice on this exemption. By law, the owner of the property is responsible for the accuracy of this statement, and the Department provides this information for statutory reference only.

B. **If you checked <u>any</u> box stating "Condition Present" for <u>any</u> of the numbered sections above, continue below.** You must complete this form, including providing all required information, and you must submit this form to the county recorder's office with declaration of value.

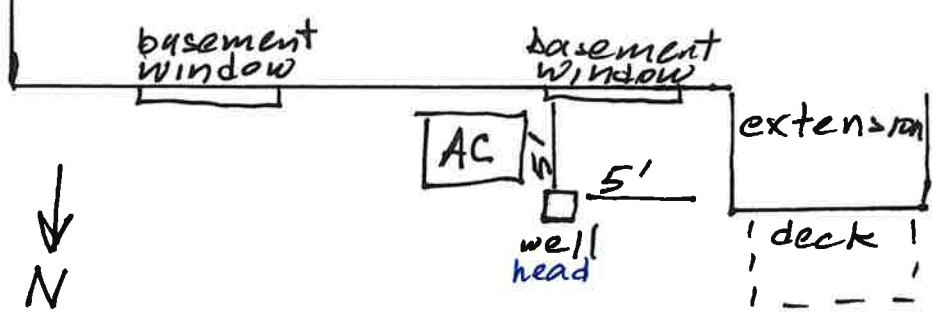
**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

Well is located [fill in information; add a diagram] private water supply well, active,

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: Mary Lamoary Fogarty (Transferor) Telephone No.: _

located on North side of house, 5' from north wall, 2.5' northeast of AC condensor, and 5' from east wall of extension (which has a deck).



# IOWA DEPARTMENT of NATURAL RESOURCES
# TIME of TRANSFER INSPECTION WAIVER
# For BUILDING DEMOLITION

The Black Hawk County Board of Health and the buyer of the property referenced below enter into the following agreement:

It is understood that Iowa Code 455B.172(11) requires an inspection of the private sewage disposal system on all properties not specifically exempted in Iowa at the time of transfer.

The property located at 4109 West 1st Street, Cedar Falls, IA, Iowa is subject to this inspection and the buyer, City of Cedar Falls, shall not occupy the dwelling located on this property and shall demolish said dwelling by the 25th day of December, 20 24

It is hereby agreed that the time of transfer inspection and upgrading of the private sewage disposal system serving this property will not be required as long as the dwelling is not occupied and is removed by the 25th day of December, 20 24.

Dated the 2 day of August, 20 24.

Kevin Rogers for
BUYER
City of Cedar Falls, IA

COUNTY BOARD OF HEALTH or
AUTHORIZED REPRESENTATIVE

**RESOLUTION NO.**

**RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED FOR PROPERTY LOCATED AT 4109 WEST 1ST STREET RELATIVE TO SAFETY IMPROVEMENTS AT THE HIGHWAY 57 & UNION ROAD INTERSECTION**

**WHEREAS,** City Staff has recommended to the City Council of the City of Cedar Falls, Iowa, that a Warranty Deed from Mary Ramsey Fogarty, for property located at 4109 West 1st Street relative to safety improvements at the Highway 57 & Union Road intersection, be approved and accepted, 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 accept said Warranty Deed.

**NOW THEREFORE,** be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Warranty Deed, copies of which are hereto attached, conveying real estate to the City of Cedar Falls, Iowa, are hereby approved and accepted.

**ADOPTED** this 16th day of September, 2024.

_____
Daniel Laudick, Mayor

**ATTEST:**

_____
Kim Kerr, CMC, City Clerk

**RESOLUTION NO. _____**

**RESOLUTION APPROVING A COMMITMENT OF LOCAL MATCH FUNDS TO THE CEDAR FALLS LOCAL HOUSING TRUST FUND**

**WHEREAS,** the City Council of the City of Cedar Falls, Iowa, has resolved to support the creation of the Cedar Falls Local Housing Trust Fund ("CFLHTF") via Resolution No. 23,569 dated April 15, 2024; and

**WHEREAS,** one of the requirements of Iowa Finance Authority's State Housing Trust Fund funding being provided to the CFLHTF is local match funding; and

**WHEREAS,** the City of Cedar Falls has provided the sum of $2,620.00 to date to the CFLHTF as a local match to aid in the drafting of legal documents to create the CFLHTF via Resolution No. 23,508 dated March 4, 2024; and

**WHEREAS,** additional local match funding is needed by CFLHTF to meet the local match requirement of twenty-five (25) percent to capture the full amount of potential state funds and support CFLHTF's application to the State Housing Trust Fund; and

**WHEREAS,** the City Council of the City of Cedar falls, Iowa, deems it in the best interest of the City of Cedar Falls to provide additional local match funding to CFLHTF under the terms and conditions set forth herein.

**NOW, THEREFORE,** be it resolved by the City Council of the City of Cedar Falls, Iowa, as follows:

1. Up to $15,607.00 is authorized and approved to be provided to CFLHTF, designated as local match funds, in support of CFLHTF's application to the Iowa Finance Authority for State Housing Trust Fund funding.

2. Said funding shall be provided to CFLHTF within fifteen (15) days of written request therefore by CFLHTF.

3. Consistent with City of Cedar Falls policy, and in particular the City's Finance Policy Manual, CFD 3100, as a condition of such funding CFLHTF agrees to enter into an agreement for public services upon such terms and conditions as the City may require, contemporaneously with CFLHTF's request for such funding. The terms and conditions of such agreement shall not be in conflict with the provisions of the State Housing Trust Fund program.

**ADOPTED** this 16th day of September, 2024.

_____
Daniel Laudick, Mayor

Attest:

_____
Kim Kerr, CMC, City Clerk

CEDAR FALLS Iowa

DEPARTMENT OF PUBLIC WORKS

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

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

# MEMORANDUM

**TO:** Mayor Danny Laudick and City Council

**FROM:** Brian M. Heath, Oper./Maint. Division Manager

**DATE:** September 3, 2024

**SUBJECT:** Public Safety Aerial Platform Apparatus

As part of the Equipment Replacement Program and Capital Improvements Program, the Public Safety Department has a 100' Mid Mount Aerial Fire Apparatus scheduled for purchase in FY28. This unit will be replacing the existing 30 year old aerial apparatus. The reason this is being brought forward now is because the bid and build process for this apparatus will take approximately three years.

Bid packages were sent to six (6) apparatus manufacturers. Four (4) representatives attended the mandatory pre-bid conference, two (2) responded with a responsible bid.

The results of the bid tabulation are as follows.

| | |
|---|---|
| Toyne, Inc. | $2,233,560.11 |
| Feld Fire Equipment | $2,105,698.00 |

For this type of large purchase it is not uncommon for the dealer to offer incentives for early payment. Usually as the chassis arrives at the build facility or other methods of prepayments. The dealer provided incentives are as follows.

<u>Toyne Inc.</u>
Discount of $84,767.00 for payment upon chassis completion (approx.12 months)
Additional discount of $49,377.00 upon completion of Aerial ladder installation (approx. 600 days)
Adjusted purchase price = $2,099,416.11

<u>Feld Fire Equipment</u>
Discount of $152,806.00 for 100% payment due 90 days upon execution of contract
Adjusted purchase price = $1,952,892.00

Recently council approved GO bonds that included an anticipated amount of such incentives for this purchase. The bonded amount earmarked for the aerial apparatus is $800,000.00 which is in line with the incentive package offered by Toyne Inc. Further, it would not be in the City's best interest to 100% prepay for an apparatus prior to delivery due to the risk that it presents

Therefore, it is the recommendation of Public Works Department to pass a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment from Toyne Inc., with the two proposed incentives for a final cost of $2,099,416.11

Please feel free to contact me if you have questions.

CC: Chase Schrage, Director of Public Works

**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:** September 6, 2024

**SUBJECT:** Assignment and Assumption Agreement: DS Warehouse, LLC

On December 16, 2014 the City and DS Warehouse, LLC entered into an Agreement for Private Development pertaining to the construction of a new 40,000 square foot industrial building located at 6813 Technology Place in the West Viking Road Industrial Park. This agreement was approved under the standard terms and conditions for projects that are located within the industrial park. Part of the standard terms and conditions of the Agreement prohibits the sale of property and assignment of the Agreement without the written approval of the City of Cedar Falls. This language is included to allow the City to review these proposed ownership transfers and ensure compliance with the terms of the Agreement.

The City recently received a request from DS Warehouse, LLC to transfer the ownership of the property to Reel Deal Holdings, LLC. DS Warehouse, LLC has submitted the Assignment and Assumption Agreement to the City for approval, which will allow for the sale of the property by DS Warehouse, LLC to Reel Deal Holdings, LLC.

The attached Assignment and Assumption Agreement has been reviewed and approved by all parties. The obligations pertaining to building and development have already been met (building was built in 2015), and the new ownership company (Reel Deal Holdings, LLC) will assume any and all ongoing obligations applicable within the Agreement for Private Development.

Staff recommends that City Council approve and adopt the following:

1. Resolution approving assignment of Agreement for Private Development and conveyance of development property by DS Warehouse, LLC to Reel Deal Holdings, LLC.

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

xc: Ron Gaines, PE, City Administrator

# ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of September, 2024, by and between DS Warehouse, LLC ("DS"), and Real Deal Holdings, L.L.C. ("RDH").

## RECITALS

**A.** DS, as of the date hereof, owns the real estate located at 6813 Technology Pl., Cedar Falls, Iowa, and more particularly described on attached Exhibit "A" ("Premises").

**B.** DS entered into am Agreement for Private Development with the City of Cedar Falls, Iowa ("City") dated December 16, 2014, a Memorandum of which was recorded as Document No. 2015-11090, in the office of the Black Hawk County Recorder ("Development Agreement").

**C.** DS possesses all right, title and interest in and to the Development Agreement, and desires to sell, assign, and transfer Development Agreement to RDH, and RDH desires to accept said sale, assignment, and transfer upon the terms and conditions hereinafter set forth and agrees to assume all of the obligations of DS under the Development Agreement.

## TERMS

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, contained herein, and for One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which arc hereby acknowledged, it is agreed as follows:

1. Assignment. DS hereby sells, assigns and transfers to RDH all of DS's right, title, and interest in and to Development Agreement. The foregoing sale, assignment and transfer is made without any recourse to DS by RDH, except that RDH shall have recourse against DS for any breach of its agreements set forth herein, or for any damages RDH incurs as a result of the inaccuracy of DS's representations contained herein.

2. Defaults. DS represents and warrants to RDH that there are no defaults (or events that with the giving of notice, the passage of time, or both, would constitute a default) under Development Agreement, and that DS has not received any notices of default from the City under Development Agreement.

3. Acceptance, Assumption and Indemnification. RDH hereby accepts the foregoing sale, assignment and transfer, and hereby assumes and promises to fully and completely perform all covenant, stipulations, agreements and obligations of DS under the Development Agreement, and further agrees to be subject to all conditions and restrictions to which DS is subject under the Development Agreement, arising or accruing on and after closing in the same manner as if RDH were the original Company thereunder, and DS shall be responsible for the period prior thereto. DS shall indemnify and hold RDH harmless from any and all claims, demands, actions, causes of actions, suits, proceedings, damages, liabilities and costs of every nature whatsoever which relate to Development Agreement arising prior to closing. RDH shall indemnify and hold DS harmless from any and all claims, demands, actions, causes of action, proceedings, damages, liabilities,

and costs of every nature whatsoever which relate to Development Agreement arising on or after closing.

4. Representations. DS hereby makes the following representations and warranties to RDH:

A. The Development Agreement is not amended or modified in any manner.

B. The Development Agreement is in full force and effect, and DS has full right and power to assign Development Agreement to RDH.

C. There is no other assignment (collateral or absolute) of DS's right, title, or interest in Development Agreement. DS is the sole and lawful owner and holder of Development Agreement.

D. DS's interest in Development Agreement are unencumbered.

5. Instruments and Documents involving the Transfer. DS and RDH agree to furnish the City with a true and correct copy of all executed documents and instruments involving the transfer of the premises promptly upon completion of closing of said conveyance.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

7. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties.

8. Notices. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses. In the alternative, fax notices, to the last known fax number of the parties shall be deemed sufficient.

9. Nonwaiver. No delay of failure by either party exercise any right under this Agreement, and no partial or single exercise of any right under this Agreement shall constitute a waiver of that or any other right, unless expressly provided herein.

10. Governing Law. This Agreement shall be construed in accordance with an governed by the laws of the State of Iowa, without regard to its conflict of law rules. The place for enforcement of this Agreement, the Development Agreement, and of the Guarantees shall be the Iowa District Court for Black Hawk County, and all parties hereby submit to the jurisdiction of the Courts of that County.

11. Attorneys' Fees. The prevailing party in any legal action brought to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax signatures shall be deemed to have the same effect as originals.

DS Warehouse, LLC

By: Brent Dahlstrom
Its: Manager

By: Nick Sorbe
Its: Manager

Real Deal Holdings, LLC

By: Jeff Hassman
Its: Manager

**Consent to the above**:

City of Cedar Falls, Iowa

By: Danny Laudick
Its: Mayor

Attest:

By: Kim Kerr
Its: City Clerk

State of Iowa )
County of Black Hawk )ss

This record was acknowledged before me on this 4th day of September, 2024, by Brent Dahlstrom, as Manager of DS Warehouse, LLC.

Jessica Nicole Hoover

NOTARIAL SEAL IOWA

JESSICA NICOLE HOOVER
Commission Number 853581
My Commission Expires
January 30, 2027

State of Iowa )
County of Black Hawk )ss

This record was acknowledged before me on this 4th day of September, 2024, by Nick Sorbe, as Manager of DS Warehouse, LLC.

Jessica Nicole Hoover

NOTARIAL SEAL IOWA
JESSICA NICOLE HOOVER
Commission Number 853581
My Commission Expires
January 30, 2027

State of Iowa )
County of Black Hawk )ss

This record was acknowledged before me on this 4th day of September, 2024, by Jeff Hassman, as Manager of Real Deal Holdings, LLC.

Jessica Nicole Hoover

NOTARIAL SEAL IOWA
JESSICA NICOLE HOOVER
Commission Number 853581
My Commission Expires
January 30, 2027

State of Iowa )
County of Black Hawk )ss

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

_____

EXHIBIT A

Lot 1 in West Viking Road Industrial Park Phase III Addition, City of Cedar Falls, Black Hawk County, Iowa, and Lot 20 in West Viking Road Industrial Park Phase IV Addition, City of Cedar Falls, Black Hawk County, Iowa.

Parcel 891434429002

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

RESOLUTION NO. _____

RESOLUTION APPROVING ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT AND CONVEYANCE OF DEVELOPMENT PROPERTY BY DS WAREHOUSE, LLC, TO REEL DEAL HOLDINGS, LLC, PURSUANT TO THE TERMS OF THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND DS WAREHOUSE, LLC

WHEREAS, DS Warehouse, LLC and the City of Cedar Falls, Iowa, entered into that certain Agreement for Private Development dated December 16, 2014, regarding the development of the following described real estate, to-wit:

Lot 1 in West Viking Road Industrial Park Phase III Addition, and Lot 20 in West Viking Road Industrial Park Phase IV Addition, City of Cedar Falls, Black Hawk County, Iowa

(the "Development Property"); and

WHEREAS, DS Warehouse, LLC proposes to assign the Agreement for Private Development and transfer and convey the Development Property to Reel Deal Holdings, LLC, an Iowa limited liability company; and

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

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

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to consent to the assignment of the Agreement for Private Development and to approve the transfer of the Development Property from DS Warehouse, LLC,

to Reel Deal Holdings, LLC, on the terms and conditions stated in the proposed Assignment and Assumption Agreement.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

_____

(SEAL) Daniel Laudick, Mayor

ATTEST:

_____

Kim Kerr, CMC, City Clerk

# DEPARTMENT OF COMMUNITY DEVELOPMENT

**TOURISM AND CULTURAL PROGRAMS, HEARST CENTER**
**304 W SEERLEY BLVD.**
**CEDAR FALLS, IOWA 50613**
**PH: 319-273-8641**
**FAX: 319-277-9707**

## MEMORANDUM

**TO:** The Honorable Mayor Laudick and City Council

**FROM:** Cory Hurless, Cultural Programs Supervisor

**DATE:** September 4, 2024

**SUBJECT:** PAC sculpture lease extension

**Summary:** The Cedar Falls Art and Culture Board and staff have reviewed the attached contract extension with artist Rachel Heine to extend the lease of a sculpture installed on the sculpture pad located at 311 Main Street in downtown Cedar Falls, Iowa until May of 2025, in order to provide time for UNI students to complete a new artwork for that site. The board respectfully requests that the City Council consider it for approval.

**Financial Considerations**: The Cedar Falls Art & Culture Board has agreed (8/28/2024) to pay Ms. Heine $750 to extend the lease of the selected work of art until May 2025. The board will have the first right to purchase the work of art as a permanent part of the public art collection, in which case Heine will be notified of the intent to purchase it at least 60 days prior to the end of the lease extension agreement period.

**Selection Process:** The Cedar Falls Public Art Committee (PAC) asked Dan Perry, whom is part of the Public Art Incubator program at UNI and teaches in the Department of Art, to help select student artworks to display for a year at a time on the "Miller Pad." This student sculpture program is funded by the C. Hugh Pettersen Estate and the PAC "In Memory of Reuben & Hazel Miller, Miller Shoe Store, 319 Main Street, 1916-2002. Perry recommended the sculpture to the PAC and ACB in August of 2023, and Ms. Heine's sculpture was installed that fall. The recommendation to extend the lease was unanimously accepted by both PAC and the ACB.

The Art & Culture Board recommend that City Council approve the lease extension agreement with Ms. Heine. If you have any questions or comments, please feel free to contact me.

Thank you for your consideration of this request.

CC: Stephanie Sheetz, Community Development Director
Jennifer Pickar, Tourism & Cultural Programs Manager

**PUBLIC ART COMMITTEE**
**LEASE EXTENSION OF ARTWORK**

This Lease Extension is entered into on the 30th day of August, 2024 by the Cedar Falls Public Art Committee (hereafter called "PAC"), a committee of the Art & Culture Board of the City of Cedar Falls, located at the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and Rachel Heine ("Lessee"), whose address for purposes of this Lease Agreement is 1 Winter Garden, FL 34787.

1. PAC and Lessee entered into that certain Lease Agreement dated September 18, 2023, a copy of which is attached as Exhibit "A" . The term of the Lease Agreement is one year commencing on the date of installation in 2023 ("Display Period").

2. PAC and Lessee now wish to extend the term of the Lease Agreement until May 1, 2025, for $750.

3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

Rachel Heine
Rachel Heine (Aug 30, 2024 23:59 EDT)
RACHEL HEINE — 08/30/2024
DATE

CITY OF CEDAR FALLS, IOWA

BY _____ _____
DANIEL LAUDICK, MAYOR — DATE

ATTEST:

BY _____ _____
KIM KERR, CITY CLERK — DATE

# Miller Pad Lease Extension_FY25_Heine

Final Audit Report 2024-08-31

| | |
|---|---|
| Created: | 2024-08-30 |
| By: | Cory Hurless (cory.hurless@cedarfalls.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAEXsMynjWOTd7U0_bT2zj9zpnV-iEJ1CD |

## "Miller Pad Lease Extension_FY25_Heine" History

Document created by Cory Hurless (cory.hurless@cedarfalls.com)
2024-08-30 - 3:46:29 PM GMT

Document emailed to Rachel Heine (| ) for signature
2024-08-30 - 3:46:32 PM GMT

Email viewed by Rachel Heine (|
2024-08-30 - 10:05:48 PM GMT

Document e-signed by Rachel Heine (
Signature Date: 2024-08-31 - 1:59:26 AM GMT - Time Source: server

Agreement completed.
2024-08-31 - 1:59:26 AM GMT

# Exhibit A

## RESOLUTION NO. 23,322

## RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PUBLIC ART COMMITTEE AGREEMENT FOR LEASE OF ARTWORK WITH RACHEL HEINE RELATIVE TO PLACEMENT OF A SCULPTURE AT 311 MAIN STREET

**WHEREAS,** the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a Public Art Committee Agreement for Lease of Artwork with Rachel Heine relative to placement of a sculpture at 311 Main Street, 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 September, 2023.

Robert M. Green, Mayor

**ATTEST:**

Jacqueline Danielsen, MMC, City Clerk

# PUBLIC ART COMMITTEE
# AGREEMENT FOR LEASE OF ARTWORK

This agreement is between the Cedar Falls Public Art Committee ( "PAC"), a committee of the Art & Culture Board of the City of Cedar Falls, located at the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613,

and,

**Rachel Heine** ( "Artist"), address: 503 N. 8th St. Le Claire, IA 52753

PAC seeks to improve the community aesthetic for public art and serve as an exhibitor for the Artist for the purpose of leasing the Artwork.

1. Artwork: The Artist has agreed to permit PAC to display the piece of art titled: ***The Beginning*** ( "Artwork"). A photograph of the Artwork is attached hereto as Attachment A and incorporated by reference herein.

2. Display of Artwork: Artwork will be on display in the City of Cedar Falls, Iowa ( "City") for a period of one year commencing on the date of installation in 2023 ("Display Period").

3. Delivery and Installation of the Artwork: Artist shall install the Artwork in substantially the same condition as depicted on Attachment A on a public art pad located at 311 Main Street. Such installation shall be at Artist's cost and sole risk. If the Artwork is not installed at the designated location or is not installed in substantially the same condition as depicted on Attachment A then this Agreement may be immediately terminated by PAC upon written notice to Artist, with no penalty or payment by PAC to artist. At the conclusion of the one (1) year Display Period, or upon termination of this agreement otherwise, deinstallation and delivery of the Artwork back to the Artist shall be the responsibility of the Artist at the Artist's cost and sole risk. If the Artist does not remove the Artwork within sixty (60) days after the end of the Display Period or termination of the agreement, whichever occurs first, then the Artwork becomes the property of PAC and PAC may use the Artwork or dispose of it in any manner that PAC deems appropriate.

4. Right to Purchase: PAC shall have first right to purchase the Artwork at a mutually agreeable price. The Artist will be notified of the PAC's intent to purchase at least sixty (60) days prior to the end of the Display Period.

5. Insurance & Liability: From the time the Artwork is installed until the Artist removes the Artwork or the Artwork becomes the property of PAC, PAC will provide general liability insurance for the Artwork and name the Artist as an additional insured on its policy during the term of this Agreement. PAC will not be responsible to the Artist for any damage, destruction, theft or other casualty to the Artwork. Any additional insurance coverage for the Artwork shall be the responsibility of the Artist to obtain at the Artist's expense.

6. Hold Harmless: The Artist agrees to hold free and harmless the City and the PAC and their associated officers, employees, agents, and volunteers, whether they are current or former, from and against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses,

in law or in equity, including but not limited to attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss or damage to property, except as provided for herein, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, from the installation, deinstallation, or display of the Artwork as a result of the duties and obligations as required by this Agreement.

7. Honorarium: PAC will pay the Artist an Honorarium of $1000.00 for the lease of the Artwork, which shall be paid upon completion of installation.

8. Motion Pictures, Television Productions, and Photographs: The Artist gives PAC permission to allow the Artist's Artwork to be included in any motion picture television production, and/or photographs taken in the City. In addition, the artist gives permission to the production company and/or photographer to exhibit all or any part of said film or photographs throughout the world.

9. Independent Contractor: Nothing herein shall be construed to create an employer-employee relationship between the parties, and Artist remains an independent contractor through the term of this Agreement and the Artist is totally responsible for the Artist's own materials, labor, costs, transportation and insurance.

10. No Assignment: The rights, duties and obligations under this Agreement may not be transferred or assigned without the prior written consent of the non-transferring or non-assigning party.

11. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the Artist, and Artist's heirs, beneficiaries, successors, and assigns.

12. Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.

**Artist**

By: Rachel Heine

Rachel Heine

**City of Cedar Falls, Iowa**

By: _____

Robert M. Green, Mayor

ATTEST: Jacqueline Danielsen

Jacqueline Danielsen, MMC City Clerk

Attachment A

# PUBLIC ART COMMITTEE
# AGREEMENT FOR LEASE OF ARTWORK

This agreement is between the Cedar Falls Public Art Committee ( "PAC"), a committee of the Art & Culture Board of the City of Cedar Falls, located at the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613,

and,

**Rachel Heine** ( "Artist"), address:

PAC seeks to improve the community aesthetic for public art and serve as an exhibitor for the Artist for the purpose of leasing the Artwork.

1. Artwork: The Artist has agreed to permit PAC to display the piece of art titled***: The Beginning*** ( "Artwork"). A photograph of the Artwork is attached hereto as Attachment A and incorporated by reference herein.

2. Display of Artwork: Artwork will be on display in the City of Cedar Falls, Iowa ( "City") for a period of one year commencing on the date of installation in 2023 ("Display Period").

3. Delivery and Installation of the Artwork: Artist shall install the Artwork in substantially the same condition as depicted on Attachment A on a public art pad located at 311 Main Street. Such installation shall be at Artist's cost and sole risk. If the Artwork is not installed at the designated location or is not installed in substantially the same condition as depicted on Attachment A then this Agreement may be immediately terminated by PAC upon written notice to Artist, with no penalty or payment by PAC to artist. At the conclusion of the one (1) year Display Period, or upon termination of this agreement otherwise, deinstallation and delivery of the Artwork back to the Artist shall be the responsibility of the Artist at the Artist's cost and sole risk. If the Artist does not remove the Artwork within sixty (60) days after the end of the Display Period or termination of the agreement, whichever occurs first, then the Artwork becomes the property of PAC and PAC may use the Artwork or dispose of it in any manner that PAC deems appropriate.

4. Right to Purchase: PAC shall have first right to purchase the Artwork at a mutually agreeable price. The Artist will be notified of the PAC's intent to purchase at least sixty (60) days prior to the end of the Display Period.

5. Insurance & Liability: From the time the Artwork is installed until the Artist removes the Artwork or the Artwork becomes the property of PAC, PAC will provide general liability insurance for the Artwork and name the Artist as an additional insured on its policy during the term of this Agreement. PAC will not be responsible to the Artist for any damage, destruction, theft or other casualty to the Artwork. Any additional insurance coverage for the Artwork shall be the responsibility of the Artist to obtain at the Artist's expense.

6. Hold Harmless: The Artist agrees to hold free and harmless the City and the PAC and their associated officers, employees, agents, and volunteers, whether they are current or former, from and against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses,

in law or in equity, including but not limited to attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss or damage to property, except as provided for herein, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, from the installation, deinstallation, or display of the Artwork as a result of the duties and obligations as required by this Agreement.

7. Honorarium: PAC will pay the Artist an Honorarium of $1000.00 for the lease of the Artwork, which shall be paid upon completion of installation.

8. Motion Pictures, Television Productions, and Photographs: The Artist gives PAC permission to allow the Artist's Artwork to be included in any motion picture television production, and/or photographs taken in the City. In addition, the artist gives permission to the production company and/or photographer to exhibit all or any part of said film or photographs throughout the world.

9. Independent Contractor: Nothing herein shall be construed to create an employer-employee relationship between the parties, and Artist remains an independent contractor through the term of this Agreement and the Artist is totally responsible for the Artist's own materials, labor, costs, transportation and insurance.

10. No Assignment: The rights, duties and obligations under this Agreement may not be transferred or assigned without the prior written consent of the non-transferring or non-assigning party.

11. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the Artist, and Artist's heirs, beneficiaries, successors, and assigns.

12. Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.

**Artist**

By: Rachel Heine

Rachel Heine

**City of Cedar Falls, Iowa**

By: _____

Robert M. Green, Mayor

**ATTEST:** _____

Jacqueline Danielsen, MMC City Clerk

Attachment A

# DEPARTMENT OF COMMUNITY DEVELOPMENT

**TOURISM AND CULTURAL PROGRAMS**
**6510 HUDSON ROAD**
**CEDAR FALLS, IOWA 50613**
**PH: 319-268-4266**

## MEMORANDUM

**TO:** Mayor Laudick and City Council

**FROM:** Jennifer Pickar, Tourism & Cultural Programs Manager

**DATE:** September 6, 2024

**SUBJECT:** Intent to Apply for an Iowa Tourism Grant

The Iowa Tourism Grant (ITG) Program promotes tourism in Iowa by funding tourism-related marketing initiatives, meetings and events that benefit both local economies and the state's economy. ITG awards range from $2,500 to $10,000 and require a 25 percent cash match.

Cedar Falls Tourism plans to apply at the $10,000 level for promotion of the new Gateway Water Trail. Funds will be used for professional video and photography, printed materials, and advertising campaigns.

Cedar Falls Tourism also plans to collaborate on a separate grant request with several other Iowa communities, including Charles City, for additional white water and river recreation joint promotions and materials. Cedar Falls Tourism would only be responsible for our portion of the 25 percent cash match.

The application is due September 30, 2024. If awarded, funds may be used January 1 – December 31, 2025. The matching funds are accounted for in the Tourism budget.

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

CC: Stephanie Sheetz, Community Development Director

# DEPARTMENT OF COMMUNITY DEVELOPMENT

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

## MEMORANDUM

***Planning & Community Services Division***

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Chris Sevy, AICP, Planner II

Brett Armstrong, EI, Civil Engineer II

**DATE:** September 16, 2024

**SUBJECT:** Encroachment Agreement for Greenhill Village Subdivision Sign


Recent construction of Ashworth Drive, including alignment of the intersection at Hudson Road necessitated the removal of a marker in the center island of Ashworth Drive on the east side of Hudson Road which identified the Greenhill Village Subdivision (circled in yellow on the right). Since the City removed the sign, Staff has negotiated with the Greenhill Village Neighborhood Association an arrangement for them to reconstruct the sign in a different spot. Attached is a proposed encroachment agreement and a site plan showing where the new sign is to be placed.

To formalize and ensure the approval and proper maintenance of the sign in the public right of way, staff recommends entering into a general encroachment agreement between the City and the Greenhill Village Neighborhood Association. The purpose of Council's consideration of the matter is to authorize both the agreement and the placement of the sign in the City's right of way. The proposed encroachment agreement is modeled after other encroachment agreements entered into by the City and has been reviewed by City Attorney Kevin Rogers. Note that this agreement outlines an arrangement for reimbursement of costs of up to $36,550.00 which is the cost to construct an exact replica of the previous sign based on a bid from a sign contractor.

Attachment: Encroachment Agreement

xc: Karen Howard, Planning and Community Services Manager
Chase Schrage, Public Works Director

Prepared by: Chris Sevy, Planner II, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

ENCROACHMENT AND REIMBURSEMENT AGREEMENT
GREENHILL VILLAGE NEIGHBORHOOD ENTRY MONUMENT

THIS ENCROACHMENT AND REIMBURSEMENT AGREEMENT is entered into by and between Greenhill Village Neighborhood Association, an Iowa nonprofit Corporation, hereinafter "Applicant", and the City of Cedar Falls, Iowa, hereinafter the "City", on this _____ day of _____, 2024.

WHEREAS, Applicant is the Greenhill Village Neighborhood Association, whose role is to be an entity for ownership and maintenance of detention ponds, green spaces and common areas and assets within the Greenhill Village Subdivision in Cedar Falls, Iowa; and

WHEREAS, an existing Subdivision entry monument that identifies the Greenhill Village Neighborhood sits in the center island of the Ashworth Street public right-of-way, which intersection with Hudson Road has been reconstructed necessitating removal of the monument; and

WHEREAS, the cost of removal and replacement of the existing Subdivision entry monument is the responsibility of the City under Iowa law; and

WHEREAS, Applicant proposes to install and maintain a new Subdivision monument that identifies the Greenhill Village Neighborhood, (hereinafter the "Encroachment"), that will encroach into the public right-of-way of Hudson Road, (hereinafter the "Public Right-of-Way"); and

WHEREAS, a site plan describing the location of the Encroachment in relation to the Public Right-of-Way is attached hereto, marked Exhibit "A", and by this reference incorporated herein, (hereinafter the "Site Plan"); and

WHEREAS, the City deems it mutually beneficial to the Applicant and to the City for a marker to be placed that identifies the Greenhill Village Neighborhood; and

WHEREAS, the City is willing to allow the Encroachment to encroach and extend into the City's Public Right-of-Way as herein described, subject, however, to the terms and conditions set forth in this Agreement; and

WHEREAS, the parties have reached agreement on the reasonable cost of removal of the existing Subdivision entry monument and installation of the Encroachment; and

WHEREAS, the City and the Applicant have reached agreement on these matters, and desire to reduce their agreement to writing.

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

1. Acknowledgment of City Ownership of Public Right-of-Way. Applicant hereby acknowledges, recognizes and affirms the existence and public ownership of the Public Right-of-Way, and claims no rights or interests therein, except to the limited extent expressly provided for in this Agreement.

2. Grant of Encroachment. The City hereby grants Applicant a non-exclusive, limited license and right to construct, install and maintain the Encroachment within the Public Right-of-Way, subject to the terms and conditions of this Agreement and further subject to the rights of the City, of the Cedar Falls Utilities, and of any other public or private corporation to which the City has granted a utility license or right-of-way license or permit, for access over, under, or upon the Public Right-of-Way, and expressly subject to the condition that any damage that occurs to the Encroachment during the term of this Agreement shall be at the sole risk and expense of Applicant, including any expenses relating to removal or replacement of the Encroachment, as provided herein, regardless of cause.

3. Construction and Installation of Encroachment. Applicant agrees that designing, acquiring, constructing and installing the Encroachment shall be the responsibility of the Applicant. However, the Applicant and the City agree that the reasonable cost of such activities is $36, 550.00, which amount shall be reimbursed by the City to the Applicant as set forth in Paragraph 4 below. Final design of the Encroachment shall be subject to City approval prior to installation. Installation of the Encroachment shall be as provided for in the Site Plan (Exhibit A). Applicant shall obtain at its cost all necessary licenses and permits required by the City for installation of the Encroachment and Encroachment construction and installation shall be subject to City inspection and approval. The timing of such installation shall be coordinated with the City so as not to hinder or interfere with City operations, and shall be completed within 24 months from the effective date of this Agreement. Any damage to the Public Right-of-Way caused by the installation or removal of the Encroachment shall be immediately repaired by Applicant.

4. Reimbursement by City. At the completion of installation of the Encroachment and approval of such installation by the City, Applicant shall provide in writing to the City invoices(s) setting forth the cost of design, acquisition, construction and installation of the Encroachment. Within 45 days of receipt of such invoice(s), the City shall reimburse Applicant for such costs, up to a maximum of $36,550.00 to be paid in a lump sum. Should the City dispute any item(s) comprising such costs, the parties agree to cooperate to reasonably resolve such dispute within 30 days of receipt of such invoice(s), including by way of non-binding mediation. Any such dispute shall not relieve the City of its obligation to reimburse the Applicant for all undisputed costs. If such costs exceed the amount of $36,550.00, the City's obligation to reimburse the Applicant shall be a maximum of $36,550.00.

5. Maintenance and Repair of Encroachment. Applicant agrees to maintain the Encroachment in a reasonably safe, sound and attractive condition and to promptly repair any damage to the Encroachment that occurs by any cause, all at Applicant's sole cost and expense. If such damage is not repairable to a condition satisfactory to the City in the City's sole discretion, then the Encroachment shall be removed from the Public Right-of-Way at Applicant's cost.

6. Relocation at Request of City or Cedar Falls Utilities. In the event that either the City, or Cedar Falls Utilities, undertakes any construction, reconstruction, repair, replacement, relocation or other modifications to City or Cedar Falls Utilities public infrastructure facilities within the Public Right-of-Way, and such work cannot reasonably be accomplished without the removal of part or all, as the case may be, of the Encroachment, then, upon reasonable notice from City or Cedar Falls Utilities to Applicant, Applicant shall remove such part or all of the Encroachment from the Public Right-of-Way as determined necessary by the City in its sole discretion. All such costs of removal of the Encroachment shall be at Applicant's sole cost and expense. In the event Applicant fails to act within a reasonable time after such notice to remove the Encroachment, the City or Cedar Falls Utilities may cause such Encroachment to be removed, and the cost thereof shall be paid by Applicant within thirty (30) days of the mailing to Applicant of an invoice for such costs. Applicant hereby authorizes the City to charge to Applicant all costs of removal of the Encroachment incurred by the City or by Cedar Falls Utilities under such circumstances.

7. Removal at Request of Other Utility Provider. If a utility provider other than the City or Cedar Falls Utilities obtains a license or permit from the City for installation or relocation of its utility facilities within the Public Right-of-Way that reasonably requires the removal of part or all, as the case may be, of the Encroachment, the provisions of paragraph 5 above shall then apply.

8. Removal of Encroachment at Request of City. Applicant also acknowledges and agrees that the City may, upon ninety (90) days' advance written notice, terminate this Agreement and require Applicant to permanently remove the Encroachment from the Public Right-of-Way, if the City determines the removal of the Encroachment is necessary or appropriate for any reason. In that event, all costs of removal of the Encroachment shall be at Applicant's sole cost and expense. In the event Applicant fails to act within said ninety (90) day period to remove the Encroachment, the City may cause such Encroachment to be removed, and the cost thereof shall be paid by Applicant within thirty (30) days of the City's mailing of an invoice for such costs to Applicant. Applicant hereby authorizes the City to charge to Applicant all costs of removal of the Encroachment incurred by the City under such circumstances.

9. Term of Agreement. The term of this Agreement shall be perpetual, unless terminated pursuant to the provisions of this Agreement.

10. Termination of Agreement. This Agreement shall terminate upon the occurrence of any one of the following events:

    a. Installation of the Encroachment is not completed within 24 months of the effective date of this Agreement, unavoidable delays excepted; or

    b. The Encroachment is no longer maintained by Applicant or no longer continues to exist; or

    c. Applicant is required to remove the Encroachment as provided in paragraph 6 or in paragraph 7 of this Agreement.

    d. The City calls for removal of the Encroachment as provided in paragraph 8 of this agreement.

    Upon the happening of any one or more of the foregoing events, Applicant shall promptly remove the Encroachment and all related infrastructure from the Public Right-of-Way at Applicant's sole cost, and this Agreement shall thereupon automatically terminate.

11. Effect of Agreement. The provisions of this Agreement shall inure to the benefit of the City, Cedar Falls Utilities, and any other utility provider to which the City has granted a license or permit for installation of its utility facilities within the Public Right-of-Way. The provisions of this Agreement shall be binding upon Applicant, and Applicant's grantees, transferees, successors and assigns.

12. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of the City to engage in any work anywhere within the public right-of-way of the City, whether occupied by Applicant's Encroachment or otherwise. Without limiting the generality of the foregoing, the City and Cedar Falls Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or Cedar Falls Utilities anywhere within the public right-of-way, whether occupied by the Encroachment or not. The City may also permit other utility providers or public or private corporations to install facilities within the public right-of-way of the City, and the City shall not be liable to Applicant for any damages to the Encroachment arising out of any work by such other entities.

13. Powers of City. Except as otherwise expressly provided herein, nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City's public right-of-way or any other rights and powers of the City.

14. Release of Liability and Indemnification. Applicant shall protect, indemnify, defend, and hold the City and its officers, agents and officials, and Cedar Falls Utilities, and any utility provider or other public or private corporation to which the City has granted a license or permit to install utility facilities in the public right-of-way, harmless from any claim or liability, and against all damages or expenses on the part of any person or entity arising directly or indirectly out of the use, presence, location, design, construction, maintenance or removal of the Encroachment, including all expenses and reasonable attorneys' fees and costs of litigation. Applicant agrees to accept the risk of having the Encroachment located in the Public Right-of-Way, including the possible risk of damage or injury to the Encroachment, and agrees to release and discharge the City, Cedar Falls Utilities, and any other public or private entity which has been granted a license to install utility services in the Public Right-of-Way, for damage or injury to the Encroachment.

15. Delivery of Notices. Any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

| | |
|---|---|
| If to the City: | City of Cedar Falls, Iowa<br>ATTN: City Clerk<br>220 Clay Street<br>Cedar Falls, IA 50613 |
| If to Neighborhood Association: | Greenhill Village Neighborhood Association<br>1517 Athens Ct<br>Cedar Falls, IA 50613 |

16. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to enforce this Agreement, the parties agree and consent to submit to the jurisdiction and venue of the Iowa District Court for Black Hawk County.

17. Entire Agreement. This Agreement, together with any exhibits referenced herein, together constitute the entire Agreement of the parties with respect to the subject matter hereof. This

Agreement may not be modified or amended except by a written instrument signed by both parties.

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

GREENHILL VILLAGE NEIGHBORHOOD ASSOCIATION

By: _____
Tim Hanson
President, Greenhill Village Neighborhood Association

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

_____
Kim Kerr, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on this _____ day of _____, 20___,
by Tim Hanson, President of the Greenhill Village Neighborhood Association, as Applicant.

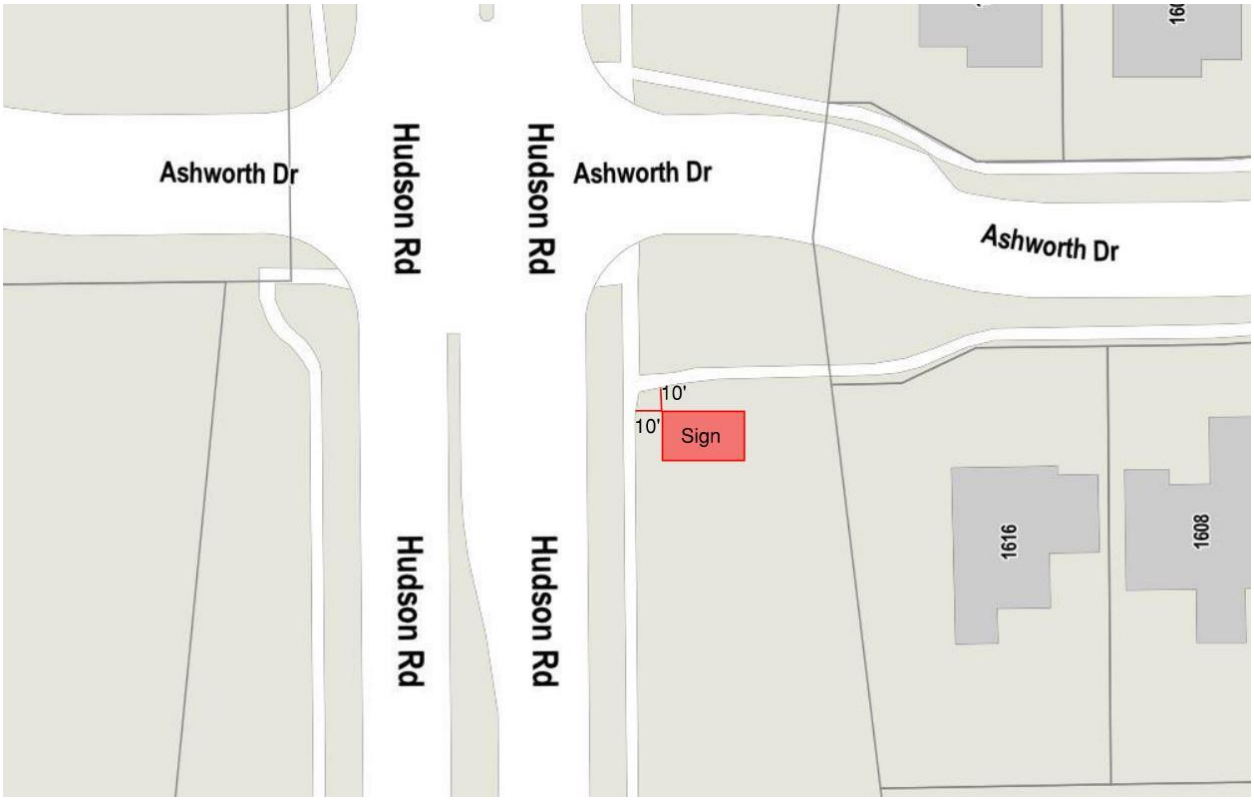
_____
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on this _____ 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 the State of Iowa

Exhibit "A"
Site Plan



# DEPARTMENT OF COMMUNITY DEVELOPMENT

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

## MEMORANDUM

***Planning & Community Services Division***

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Thom Weintraut, AICP, Planner III
Ben Claypool, Civil Engineer II, PhD., PE.

**DATE:** September 16, 2024

**SUBJECT:** HWY-1 District Site Plan for Golden China

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REQUEST: HWY-1 District Site plan approval for construction of a new restaurant, Golden China, on Lot 4 of Pinnacle Prairie Commercial South, Phase V (Case # SP24-004)

PETITIONER: Dan Levi, Levi Architecture; Darren Fang, LLC, Owner; Monica Smith, Robinson Engineering Company

LOCATION: 1150 Brandilynn Boulevard and east of Prairie Parkway.

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***Note: Planning and Zoning Commission deferred this request to their August 28, 2024, to allow the petitioner to address some concerns with the Brandilynn Boulevard façade elevations and pedestrian access from Brandilynn Boulevard to the main entrance. The resolutions are shown in blue.***

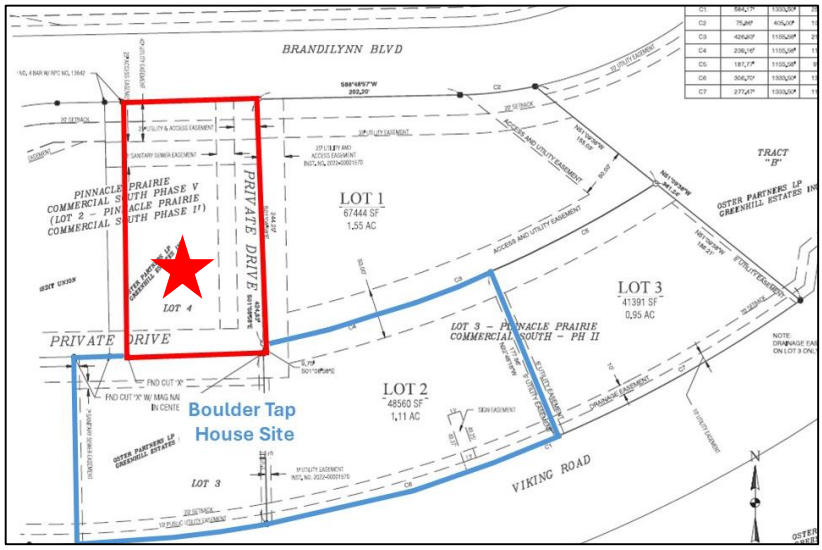
PROPOSAL

The applicant proposes to construct 3,461 square foot restaurant, Golden China, at 1150 Brandilynn Boulevard. The site is east of Veridian Credit Union, which is located at the southeast corner of the intersection of Brandilynn Boulevard and Prairie Parkway (see location map at right). The site is Lot 4 of Pinnacle Prairie Commercial South – Phase V. The proposal includes sitework, landscaping, private access way, parking, a drive-up pickup window (no menu board), signage, and a new restaurant building. The proposed

layout of the building sits on about 0.78 acres of land that fronts on Brandilynn Boulevard.

BACKGROUND

The parcel is located in the HWY-1, Highway Commercial Zoning District. The proposal is for a restaurant to be located on Lot 4 of Pinnacle Prairie Commercial South-Phase V approved in 2021. The development will have access from the shared private drive established with that subdivision. A site plan for the Boulder Tap House was recently approved on the lots to the south, as shown below.




ANALYSIS

The HWY-1 District is intended to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and interchanges. The HWY-1 regulations are to encourage high standards of building architecture, and site planning that will foster commercial development to maximize pedestrian convenience, comfort, and pleasure. The ordinance requires a detailed site plan review before approval to ensure that the development site satisfies the specific standards of this zoning district. Attention to details such as parking, open green space, landscaping, signage, building design and orientation, and other similar factors help to ensure orderly development in the entire area.

Following is a review of the zoning ordinance requirements for the proposed development:

1) Use: The proposed use, a restaurant, is permitted in the HWY-1 District. **This use is allowed.**

2) Building Location and Vehicular Access: The parcel has street frontage on Brandilynn Boulevard and access to the site is via shared private drives established with the subdivision connecting to Prairie Parkway on the west and Brandilynn Boulevard to the north. The building is situated roughly equidistant between Brandilynn Boulevard and the private access drive on the south side of the property. There will be two access points on the east side of the property from the private drive. The main façade of the building is oriented to the south toward the private access drive and the main building entrance is located on the west end

of the building near an order pick-up drive. There will be no drive-thru menu board, only an order pick-up window.

There are two rows of parking located north and south of the building.

**The building and parking lot setbacks and vehicular access satisfies the requirements.**

3. Building Orientation and Pedestrian Access The property is located in the Pinnacle Prairie master planned area, so the Pinnacle Prairie Design Guidelines apply. These guidelines note that buildings in commercial areas are to be sited with the primary building elevation oriented to the street. It is also the intent of the HWY-1 Commercial district to "promote a high standard of building architecture and site planning that maximizes pedestrian convenience, comfort, and pleasure."

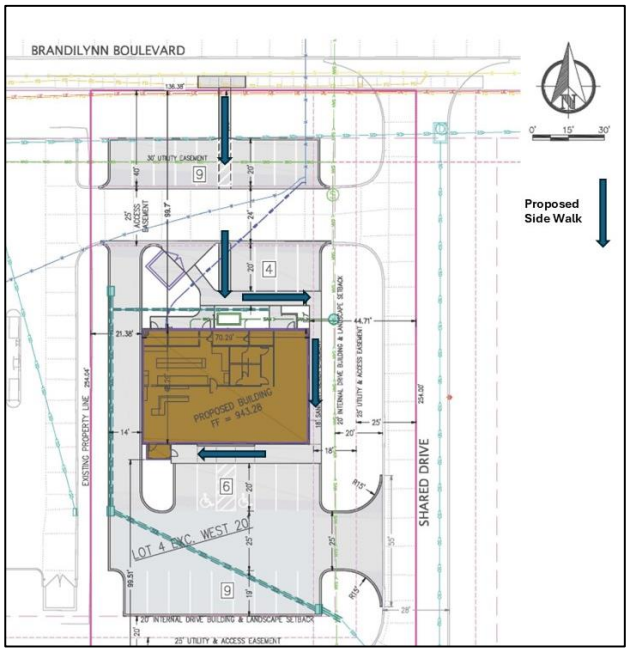
   This property only has one street frontage, Brandilynn Boulevard. However, the site is designed so the back side of the building is oriented toward the public street. As shown below, the façade facing Brandilynn is clearly the service side of the building meant for access for employees only and is the location of the refuse enclosure. There is no customer entrance on this side, nor is a customer entrance visible from the public street. This side of the building is largely a blank façade with no design elements typical of a front façade, such as storefront windows and customer entrance features.

   Compared to adjacent buildings, Veridian Credit Union and Unity Point Clinic Express have windows facing the adjacent streets and the Boulder Tap House has storefront windows on the Viking Road facade.


   The proposed orientation of the building poses a particular challenge for pedestrian and bicycle access to the site. The sidewalk connection from Brandilynn Boulevard to the entrance of the building, leads the public to a blank wall on the rear of the building. The pedestrians are then required to walk along the rear of the building to the east side, turn and go south along the building's eastside to the sidewalk on the south side the building, and turn west and walk to the opposite end of the building to the public entrance on the southwest corner of

the building. There are no sidewalks along the private shared drive, so there is no direct or visible pedestrian access to the restaurant.

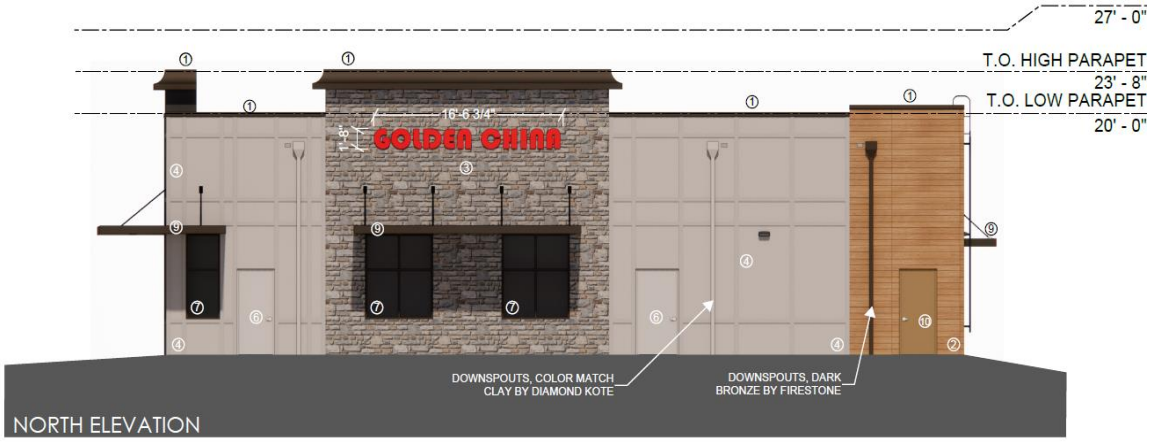
If the building was rotated 180 degrees, the main entrance would face Brandilynn Boulevard, and the public entrance would be located to address both Brandilynn Boulevard and the north-south access drive. The sidewalk connection could be location parallel to the access drive and create a more inviting public entrance to the building by providing a direct connection from the sidewalk along Brandilynn Boulevard to the main entrance. This change would not only make pedestrian access to the building more direct and easier it would provide a more welcoming and appealing appearance to pedestrians and the motoring public.




The orientation of the building with the back side of the building facing the public street does not meet the intent of the HWY-1 District. The orientation presents the less attractive aspects of the building and site within public view, including a blank façade, service entrance, and dumpster area. The pedestrian connection from the public sidewalk along Brandilynn leads to a service entrance rather than to the public entrance to the restaurant. In addition, the orientation of the building does not meet the Pinnacle Prairie Design Guidelines which require the primary façade of buildings to be oriented toward the street.

***Due to topographical constraints, the applicant could not provide a more direct route to the entrance from Brandilynn Boulevard and meet the ADA requirements. While not ideal, staff finds that due to the topographical constraints, this route is acceptable.***

***The applicant has added two pairs of windows with spandrel glass and a canopy to the Brandilynn façade matching the placement of the windows and canopies on the south and east sides of the building. The downspout color has changed to the board and batten siding color to blend in with the façade. The refuse area has been relocated to the parking area on the south side of the building and the screen has been removed from the location in front of the east door. The changes to the façade and the relocation of the refuse area improved the visual appearance of the building and provides a more inviting appearance from the street.***




***Revised North Elevation***

4) Parking: The parking requirement for a standard eat-in restaurant is one space for every 150 square feet of gross floor area plus one space for every two employees with 5 as a minimum number for employees. The plan shows 28 parking spaces meeting the commercial space requirement with two marked as accessible. The gross floor area of the building is 3,115 square feet, which would require 21 spaces and maximum number of employees per shift will 8, leaving 2 additional spaces beyond the minimum requirement.

***The relocation of the refuse area has eliminated 1 parking space while still leaving the site with one space above the minimum requirement.***

**The parking requirement has been met.**

5) Open Space Requirements: The HWY-1 District requires that open space/landscaping requirements be provided at the rate of 10% of the total development site area excluding the perimeter setback area. Following is a summary of the landscape plan that details how this provision is met.

| | | |
|---|---|---|
| Lot Area | 34,036 SF | |
| Minus 25 ft. Easement and 20 ft. Perimeter setback | 15,542 SF | |
| Development Site Area | 18,494 SF | |
| Required Open/Green Space | 1,849 SF | 10% |
| **Provided Open/Green Space** | **3,418 SF** | **18.4%** |

Landscaping is shown throughout the site, both around the building as well as within the parking lot, and along the streets within required setbacks.
**The open green space exceeds the minimum requirement and is well distributed.**

6) Landscaping: The HWY-1 District requires minimum landscaping at the rate of 0.02 points per square foot of the total development site area. This can be achieved through planting a combination of trees and shrubbery. A minimum of 0.75 points per linear foot of street frontage shall be planted with street trees. In addition, parking lot landscaping requirements must be met, including peripheral landscape screening and parking lot trees according to City Code Section 26-220(i).

The total required site landscaping points are 681 points for the site and 320 points for street trees. The site plan shows the points for the street trees has been met and the total points for the site as 694 points; however, the landscape plan incorrectly identified the points for a 3" caliper Common Hackberry as 40 points and all 2 gallon size shrubs as 2 points. A 3" caliper Hackberry is worth 90 points, and 2 gallon shrubs are worth 5 points thus the total points landscape points equal 920 points and so the site exceeds the requirement by 239 points. Planting point details can be seen in the attached landscaping plan for review.

Peripheral landscaping requirements for parking lots include placement of continuous landscaped strip not less than 5 feet in width and at least three feet in height, and one tree for every 50 lineal feet of landscaping barrier to screen the parking areas from the public streets and abutting lots. The internal landscaping requirement includes placement of one overstory tree for every 21 parking stalls to shade the parking areas.

The applicant has provided 2 parking lot trees and 4 peripheral trees meeting the requirements. The applicant has provided hydrangea, weigela, and ninebark shrubs to screen the parking lot areas from Brandilynn Boulevard and the private access street. In addition, the applicant will be providing prairie grass scattered throughout the site. The landscaping is well distributed on the site and exceeds the minimum required number of points.

***The landscaping plan shows the addition of a Norway Spruce along the south side of the refuse area and tall prairie grass along the west side to add screening from the private drive and adjacent property. A Norway Spruce has been added on the north side of the building in the place were the refuse area had been located along with shrubs and grasses. With the addition of the two spruces, the number of landscape points exceeds the required number of landscape points and the number of points on the plan submitted at the August 14 meeting.***

**Landscaping requirements have been met.**

7) Building Design: The HWY-1 District requires a design review of various elements to ensure a high quality of design and materials and compatibility with nearby buildings. These are noted below with a review on how each element is addressed.

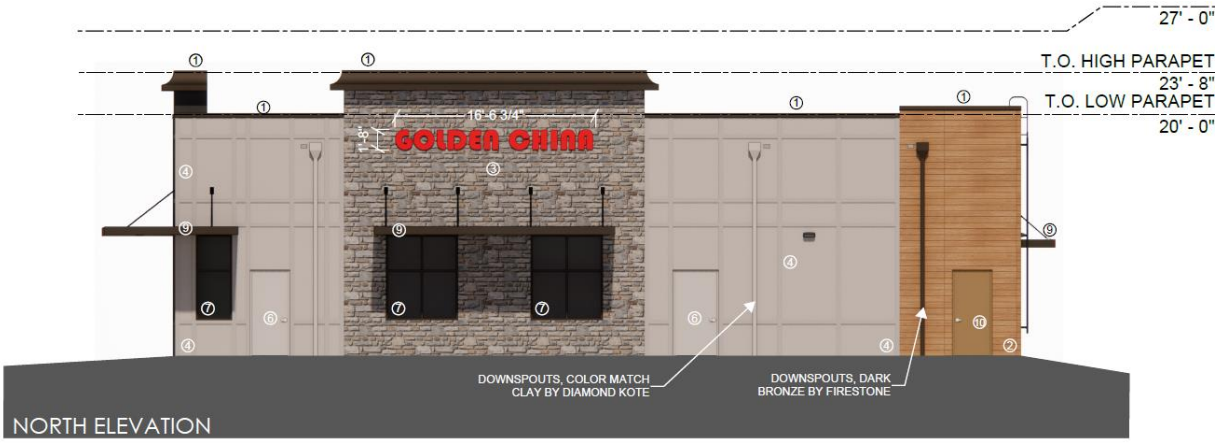
*Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.*


View From Prairie Parkway


View corner of Prairie Parkway and Brandilynn Blvd.


Boulder Tap House – View from Viking Road


Previous Design as viewed from Brandilynn Boulevard




***Revised plan as viewed from Brandilynn Boulevard***

The Golden China is similar is height and scale to Veridian, the Express Clinic, and the Boulder Tap House. Veridian, Boulder Tap House, and Golden China use a “tower” to denote their primary entrances while the Express Clinic uses a higher parapet wall. The windows and doors on the front elevations the Express Clinic, Veridian, and Boulder Tap House are similar in size, scale and proportion not only to the individual building, but to each other. ***With the changes made to the street-facing façade since the last meeting, there is now some window***

***coverage consistent with other buildings in the vicinity. While these windows are not functional with the spandrel glass, they give the impression of a front façade. De-emphasizing the more utilitarian back-of-building elements by matching paint colors of the service doors and downspouts also helps to give a better visual impression as viewed from the public street.***

*Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.*

The adjacent buildings utilize flat roofs with a parapet around the edges. The proposed new building will likewise utilize a flat roof for main building and the roof for the main entrance tower. Staff finds that the proposed design is similar to the design of the neighboring buildings.

*Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.*

***On the previous design, the street-facing façade had few windows and doors, so it did not have a pattern discernible to viewers and was not consistent with other buildings in the area.*** On the south, west, and east-facing elevations, the placement of windows and board and batten siding create a strong vertical rhythm, while the use of the canopy on these two façades provides horizontal relief. The brackets for the awning introduce an additional rhythm to these elevations. ***Similar windows and canopy elements have been added to the street-facing façade. The windows are now well-distributed, including on the façade facing Brandilynn. With these revisions to the design, staff finds that the building meets the standard.***

*Materials and texture: The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.*

Staff finds that the exterior materials are consistent with neighboring buildings by using the combination of stone, wood, and metal. The height of the building is within the allowances of the zoning district and is consistent with the general height of the neighboring buildings.

*Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.*

Golden China uses a combination of gray and woodsy brown materials for the facades. The fascia, canopy, and roofing material will be matte black. The varied use of materials and color will enhance the architectural elements of the building. The colors and materials are compatible with those used by the other buildings.

*Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.*

The profile of the building subtly provides an image of East Asian design. The façade materials will complement the materials that will be used on the Boulder Tap house. The proposed colors of the building will blend with the neighboring and proposed buildings. The roof is flat like the neighboring buildings, but like Veridian Credit Union and Boulder Tap House, the entrance location will be marked by a tower. The placement and distribution of windows along the dining side of the building are in scale with the neighboring properties. ***With the changes proposed to the street-facing façade to add more windows and similar canopy as the other elevations, staff finds the architectural features as viewed from the public street to be acceptable.***

***The improvements to the north elevation make the Brandilynn Boulevard façade's appearance comparable to the Veridian Credit Union Building, the Unity Point Clinic Express, and the design of the Boulder Tap House.***

***The standards for the HWY-1 have been met.***

8) Trash Dumpster Site: The dumpster enclosure is located at the northwest corner of the building. This location is in a highly visible from Brandilynn Boulevard. Trash enclosure is over seven feet in height and will be constructed using a rock-face block painted to match the gray board and batten siding. The gate is metal and over six feet high and will be clad with vinyl slats resembling vertical boards.

   The dumpster enclosure meets City standards; however, the placement should be in a less visible location and not in the front yard and visible from Brandilynn Boulevard.

   ***The applicant has relocated the refuse area to the southwest side of the building away from direct view from Brandilynn Boulevard. This location is less visible than the previous location. The landscape plan shows a spruce tree and additional native grasses around the dumpster location, which will help to screen the area from the Veridian site and the private access drive.***

9) Lighting: The HWY-1 District regulations do not have specific lighting design guidelines. The applicant has proposed seven wall sconces on the pick-up

window and rear sides of the building and downcast floodlights for the building canopy. The parking lot lighting will consist of one downcast LED luminaire fully shielded to prevent spillover light on to adjacent properties. A photometric plan has been submitted for review.

**Lighting is acceptable.**

10) Signage: For the proposed new building, two wall signs are illustrated on the building; one on the south wall near the main entrance from the parking lot and the other on the north wall facing Brandilyn Boulevard. As per code, wall sign areas cannot exceed 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays. Both wall sign areas meet the code requirement (see elevations included in packet). The applicant will need to obtain a separate sign permit for each sign prior to installation.

**Proposed Signage is acceptable.**

11) Sidewalks: There is a 5-foot-wide PCC sidewalk proposed which will connect to the Brandilynn Boulevard sidewalk. The sidewalk is circuitous in its connection from Brandilynn Boulevard. The sidewalk enters the property centered on the service-side wall of the building, and then turns east to the corner of the building, turning south to the southeast corner of the building, before turning again and crossing the entire length of the south façade to the entrance. If the building was re-oriented so the main entrance was at the northeast corner of the building facing Brandilynn Boulevard, the sidewalk could be installed along the private drive and cross the driveway and connect to the building entrance in a direct more inviting manner.

***Due to topographical constraints, the applicant could not provide a more direct route to the customer entrance from Brandilynn Boulevard and meet the ADA requirements. While not ideal, staff finds that due to the topographical constraints, this route is acceptable.***

12) Storm Water Management: All storm water will be collected by a private storm sewer which ties into the public storm sewer and which flows to the regional detention pond approximately 300 feet east of the project site. No on-site detention will be required since this development falls within the area the regional detention facility was originally designed to accommodate.

TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the site plan for Golden China next to 1000 and 1050 Brandilynn Blvd. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU.

All water lines shall be installed a minimum of 5.5 ft below grade. The water service material shall be copper. All water services in Cedar Falls are customer owned. Cedar Falls Utilities advises the Golden China owner to provide an easement to Veridian Credit Union for their water service. It is also recommended that an agreement between Veridian CU and the owner of Golden China be put in place for the repair of the shared water service on the Golden China property.

Natural gas is available from the south side of Brandilynn Blvd. Cedar Falls Utilities will install and own the gas service. Coordinate the gas meter location and building loads with CFU Gas & Water Operations.

The landscaping plan shows trees and other landscaping features in the right of way or utility easements. Removal and replacement of the trees or any other landscaping including monument signs located within these areas that may be disturbed by utility maintenance, repair, or replacement is the responsibility of the property owner.

The parking lot on the north side of the property shows the pavement will be placed over the utility easement. If access is needed to the utility infrastructure, removal and replacement of the pavement is the responsibility of the property owner.

***The applicant has addressed the concerns with the orientation of the building by adding the spandrel glass and canopy to the Brandilynn Boulevard side of the building making it compatible with other buildings in the area that face a public street. In addition, the refuse area has been relocated to the southside of the building in a less visible location. Due the constraints created by the existing topography of the site and the location of the customer entrance on the south side of the building, the proposed route is the best option to meet ADA compliance.***

A courtesy notice to surrounding property owners was mailed on July 8, 2024.

RECOMMENDATION

On a vote of 8-0, the Planning and Zoning Commission recommends approval of SP24-004, for a HWY-1 District site plan for Golden China Restaurant located at 1150 Brandilynn Boulevard, subject to conformance with all city staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

| | |
|---|---|
| Introduction & Discussion 8/14/2024 | The first item of business was a HWY-1 District Site Plan for a Golden China restaurant at 1150 Brandilynn Boulevard (Case #SP24-004). Chair Hartley introduced the item and Mr. Weintraut provided background information. He explained that the site is located at the corner of Brandilynn Boulevard and Prairie Parkway and is part of the Pinnacle Prairie Commercial South Phase V. All HWY-1 standards have been met except for the primary building elevation not facing the street as required, the refuse container is highly visible from the public right of way and the sidewalk connection does not provide convenient access to the main entrance. Mr. Weintraut discussed the view from the street view and provided renderings of the different aspects of the proposal. |

Staff recommends denial due to the following issues: the primary building façade does not face the street as required by the Pinnacle Prairie Design Guidelines and does not meet the architectural standards of the HWY-1 District; the refuse enclosure is highly visible from the public right-of-way; and the sidewalk connection from Brandilynn Boulevard does not provide a convenient, comfortable, or pleasant means for the public to access the main entrance from the public street. Alternatively, staff recommends deferral if the applicant is willing to work on an alternative proposal that would re-orient the building toward the public street frontage to meet code requirements.

Sorensen made the observation that the Veridian building does not have access from the Brandilynn side either. He also noted that it is easier to have windows on four sides of a bank building than a restaurant.

Dan Levi, Levi Architecture, 3228 Cedar Heights Drive, stated that the item was submitted knowing that there were some issues as they are willing to make adjustments. He noted that the north elevation has been revised and has all been reviewed again. He also stated that they would not be able to relocate sidewalk as shown because of existing grade conditions.

Chair Hartley asked about the refuse area and what can be done to improve it. Mr. Levi explained the options available. Ms. Howard also provided other potential options. There was lengthy discussion about what options are most ideal.

Ms. Alberhasky stated that she feels this is a great development and appreciates the cultural context with a north facing entrance. She feels it would be great to find some compromise with the façade and the refuse area.

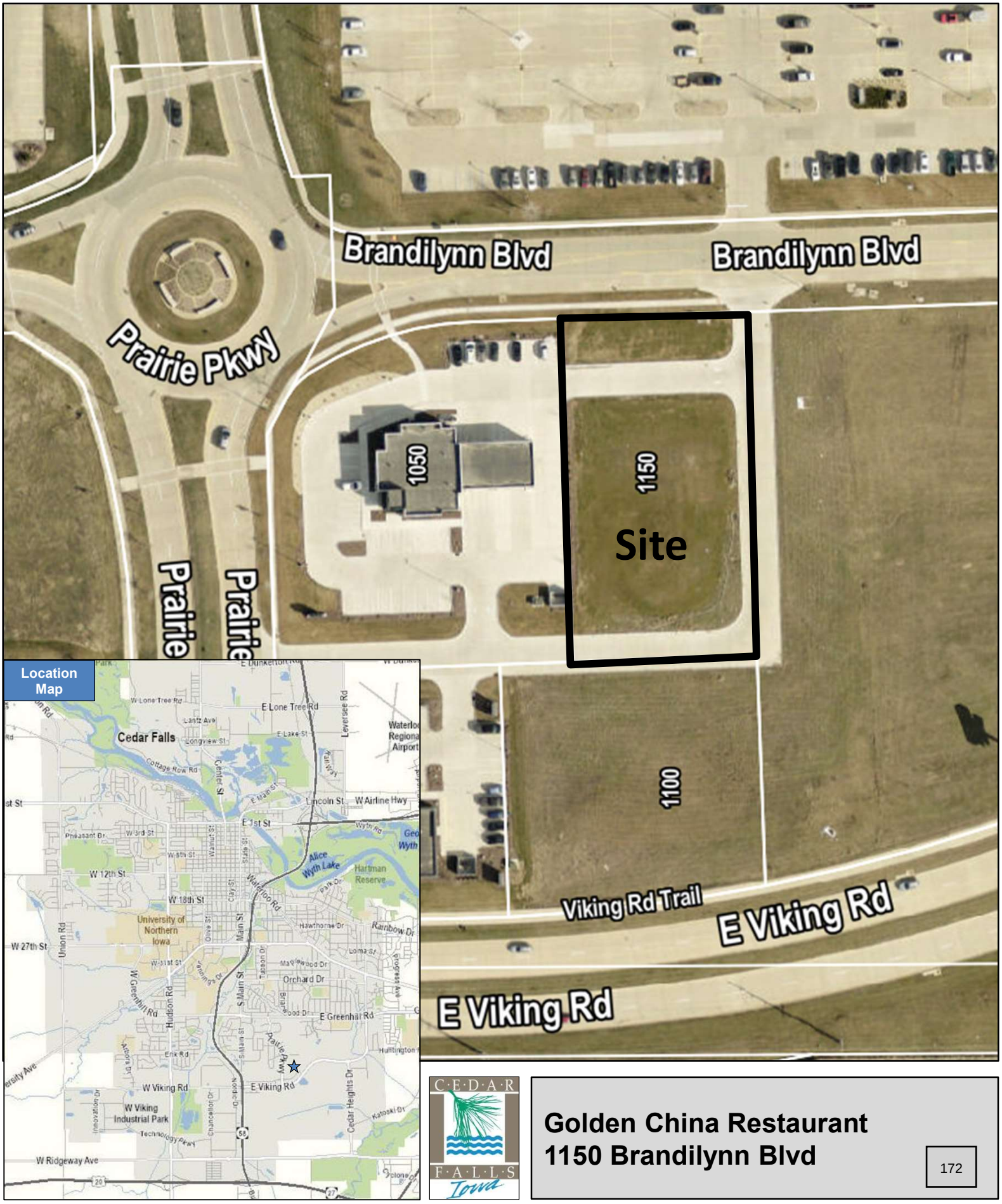
Moser made a motion to defer to the next meeting. Alberhasky seconded the motion. The motion was approved unanimously with 6 ayes (Alberhasky, Grybovych, Hartley, Johnson, Moser and Sorensen), and 0 nays.

Planning and Zoning Commission decision
8/28/2024

The first item of business was a HWY-1 District Site Plan for Golden China restaurant at 1150 Brandilynn Boulevard (Case No. SP24-004). Chair Hartley introduced the item and Mr. Weintraut provided background information. He explained that the item was discussed at the last meeting and spoke about the changes that have been made by the developer since that time. He noted that the issues that were discussed at the last meeting that were the reason for denial of the item have now been addressed. The applicant has created panels that look like windows from the street view, the refuse container was relocated and will be screened, as well as adding landscaping to help hide the container. Changes were also made to allow the sidewalk to remain as it is.

Staff recommends approval with any comments or direction specified by the Commission and conformance with all city staff recommendations and technical requirements.

Sorensen made a motion to approve the item. Johnson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Moser, Sorensen and Stalnaker), and 0 nays.




CEDAR FALLS Iowa

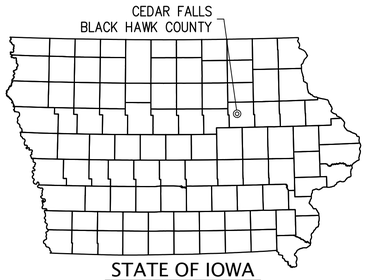
**Golden China Restaurant**
**1150 Brandilynn Blvd**

# GOLDEN CHINA RESTAURANT IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

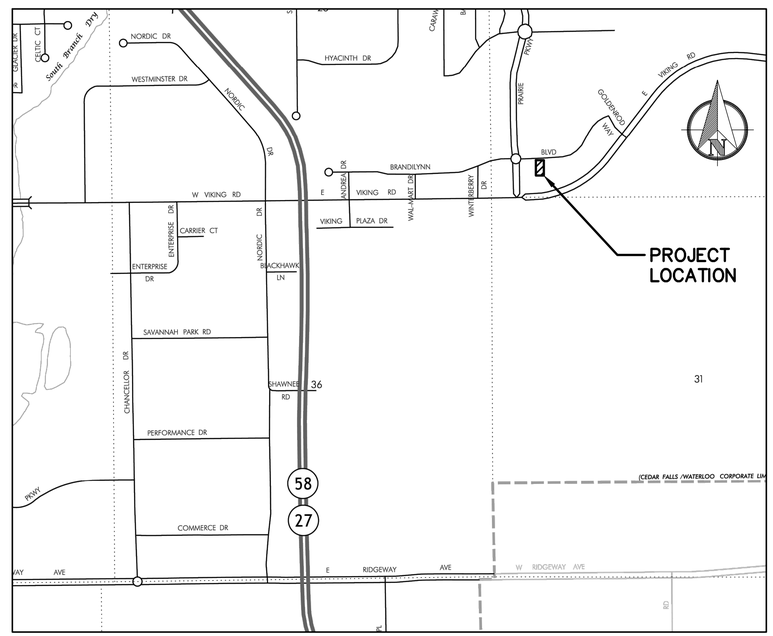
1150 BRANDILYNN BOULEVARD

NEW COMMERCIAL DEVELOPMENT

PN: 24001




STATE OF IOWA




LOCATION MAP

CEDAR FALLS, IOWA

NTS

| Sheet List Table | |
|---|---|
| Sheet Number | Sheet Title |
| C0.1 | COVER |
| C0.2 | SITE DEVELOPMENT PLAN |
| C0.3 | GENERAL NOTES AND APPLICABLE SPECIFICATIONS |
| C1.1 | UTILITY PLAN |
| C2.1 | PAVING PLAN - SOUTH |
| C2.2 | PAVING PLAN - CENTER |
| C2.3 | PAVING PLAN - NORTH |
| C3.1 | SWPPP - INITIAL DISTURBANCE |
| C3.2 | SWPPP - CONSTRUCTION PHASE |
| LA.1 | LANDSCAPE PLAN |

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com
811 Know what's below. Call before you dig.

THE SITE IMPROVEMENTS SHOWN WITHIN THIS PLAN SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE 2024 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2024), AS AMENDED BY THE CITY OF CEDAR FALLS, AND, IF PROVIDED, PROJECT SPECIFIC SUPPLEMENTAL SPECIFICATIONS.

**DEVELOPER**

DARREN FANG, LLC (CONTRACT)
905 LISA DRIVE
WATERLOO, IA 50701

**ARCHITECT**

LEVI ARCHITECTURE
3228 CEDAR HEIGHTS DRIVE
CEDAR FALLS, IA 50613

**CIVIL ENGINEER**

ROBINSON ENGINEERING
819 SECOND STREET NE
INDEPENDENCE, IOWA 50644
319-334-7211
PROJECT CONTACT: ALEX BOWER
ENGINEER: MONICA SMITH

Robinson Engineering Company
Consulting Engineers

819 Second Street NE
Independence, Iowa 50644
319-334-7211

C0.1

8/20/2024
SUBMITTAL 4

MONICA M. SMITH LICENSED 15074 IOWA PROFESSIONAL ENGINEER

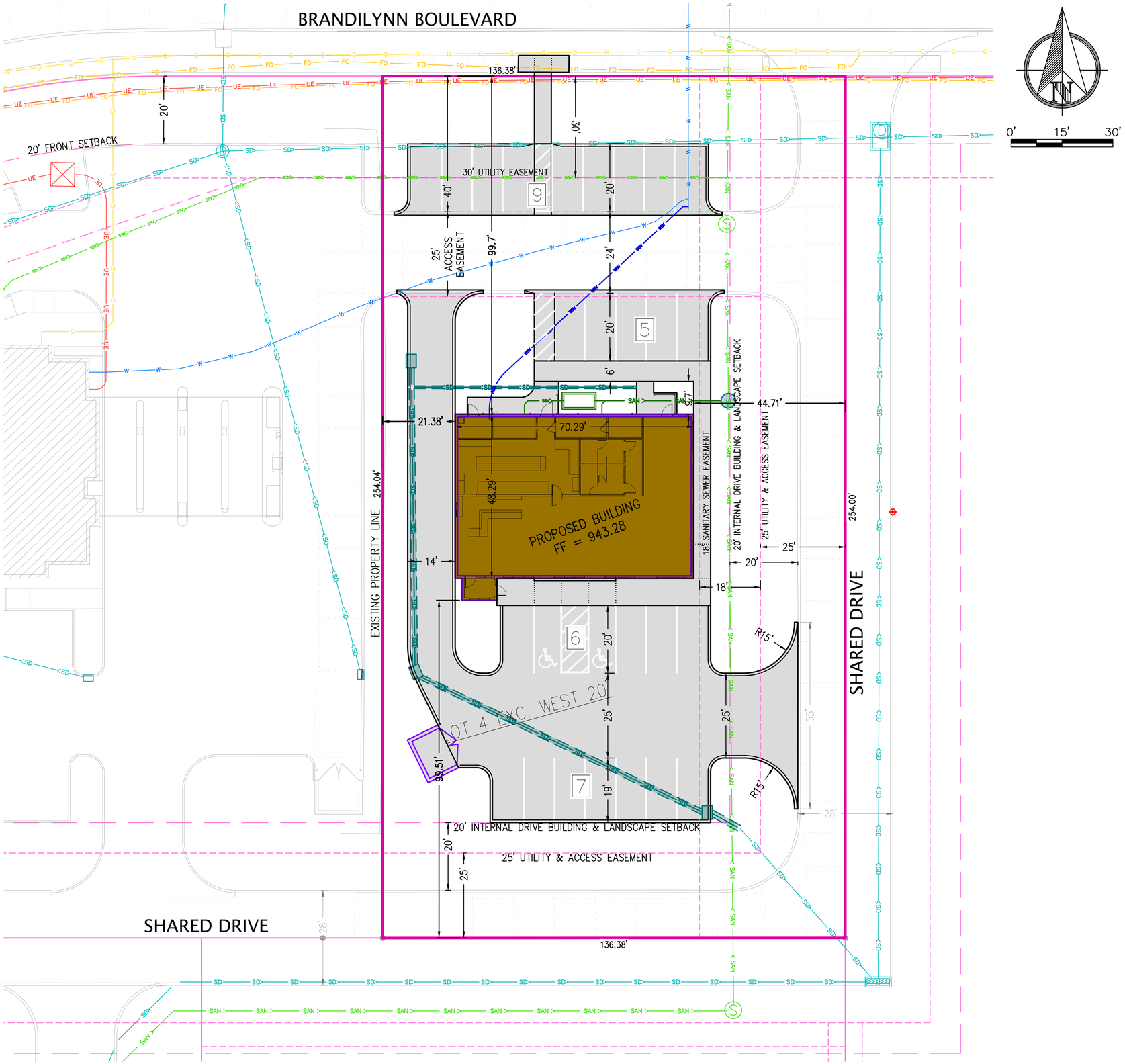
I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

MONICA M. SMITH LICENSE NO. 15074

Signature Date

My License renewal date is: DECEMBER 31, 2025

Pages or sheets covered by this seal: 'C' SHEETS




SITE ADDRESS: 1150 BRANDILYNN BOULEVARD

PARCEL ID: 891330351030

DEVELOPER: DARREN FANG, LLC (CONTRACT)
905 LISA DRIVE
WATERLOO, IA 50701

ZONING: HWY-1 HIGHWAY COMMERCIAL

LOT SIZE: 34,036 SF / 0.781 ACRES

SETBACK REQUIREMENTS
FRONT: 20'
REAR: NOT NOTED
SIDE: NOT NOTED

LOT AREA UTILIZATION
BUILDING FOOTPRINT: 3,461 SF (10.2%)
TOTAL PAVEMENT & SIDEWALKS: 20,182 SF (59.3%)
TOTAL VEGETATED SURFACE: 10,393 SF (30.5%)

PARKING:
REQUIRED PER SEC. 26-220, (a), 2, b, 4.
31.Restaurant (standard eat in). One parking space for every 150 square feet of gross floor area, plus one parking space for every two employees, with a minimum of five parking spaces for employee parking.
CALCULATIONS:
GROSS FLOOR AREA = 3,115 SF / 150 = 21 SPACES
PR. EMPLOYEES MAX SHIFT: = 8 EMPLOYEES
REQUIRED PARKING = 26 SPACES
PROVIDED PARKING = 27 SPACES

FLOOD PLAIN: ZONE X PER FEMA FIRM 19013C0281F, EFFECTIVE 7/18/2011

STORM WATER MANAGEMENT: REGIONAL DETENTION

Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319-334-7211

SITE DEVELOPMENT PLAN

GOLDEN CHINA RESTAURANT

PN: 24001
DARREN FANG, LLC (CONTRACT)

C0.2

8/20/2024
SUBMITTAL 4

## TRAFFIC CONTROL

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ALL TRAFFIC CONTROL MEASURES IN ACCORDANCE WITH ALL APPLICABLE JURISDICTIONAL REQUIREMENTS.

## GENERAL NOTES

1. ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
2. THE SITE IMPROVEMENTS SHOWN WITHIN THIS PLAN SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE 2024 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2024) AS AMENDED BY THE CITY OF CEDAR FALLS UNLESS SPECIFICALLY STATED OTHERWISE IN THESE PLANS, THE PROJECT MANUAL (IF APPLICABLE), OR CITY AND OTHER APPLICABLE ORDINANCES. THIS INCLUDES, IF PROVIDED, PROJECT SPECIFIC SUPPLEMENTAL SPECIFICATIONS.
3. ANY QUANTITIES SHOWN ON THE CIVIL (C) SHEETS ARE TO ASSIST THE BIDDER. THE BIDDER/CONTRACTOR SHALL MAKE A FINAL DETERMINATION OF THE QUANTITIES REQUIRED TO COMPLETE THE WORK AND THE BID SHALL BE ON THE BASIS OF THE BIDDER/CONTRACTOR'S OWN CALCULATIONS. ANY COMMENT RELATED TO QUANTITY OR PAYMENT ON THE CIVIL SHEETS IS SOLELY PROVIDED TO ASSIST THE BIDDER/CONTRACTOR IN THE PREPARATION OF BIDDING AND SHALL NOT BE CAUSE FOR CHANGE ORDER REQUEST.
4. CONSTRUCTION SURVEY FOR THIS PROJECT SHALL BE PROVIDED BY THE **CONTRACTOR**.
5. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, LOCATE AND DETERMINE THE UNDERGROUND UTILITIES ON THE PROJECT SITE. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES.
7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BIDDING TO BECOME FULLY FAMILIAR WITH THE EXISTING CONDITIONS OF THE SITE. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
8. THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.
9. DRAWING DIMENSIONS SHALL GOVERN OVER SCALING OF DRAWINGS. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.
11. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL CONFINE WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS PROVIDED OR EASEMENTS OBTAINED. COPIES OF ANY EASEMENTS THE CONTRACTOR OBTAINS FOR CONSTRUCTION WORK ON THIS PROJECT SHALL BE PROVIDED TO THE OWNER.
13. CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE AND STAGING PLAN A MINIMUM OF TWO (2) DAYS PRIOR TO THE PRECONSTRUCTION MEETING.
14. CONTRACTOR SHALL NOT INTERRUPT ACCESS TO OTHER PROPERTIES, WHERE INGRESS/EGRESS IS PERMITTED, DURING CONSTRUCTION.
15. CONTRACTOR SHALL INSTALL INITIAL EROSION CONTROL MEASURES FOR INSPECTION BY THE CITY PRIOR TO EARTH MOVING ACTIVITIES.
16. CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF CEDAR FALLS, AFFECTED UTILITY COMPANIES, AND/OR AFFECTED PROPERTY OWNERS WHEN UTILITY SERVICES ARE INTERRUPTED DUE TO CONSTRUCTION ACTIVITIES ON THIS PROJECT.
17. TYPE A COMPACTION SHALL BE REQUIRED FOR EXCAVATION/EMBANKMENT WORK ON THIS PROJECT. ADDITIONAL COMPACTION REQUIREMENTS MAY BE REQUIRED FOR BUILDING CONSTRUCTION. REFER TO APPLICABLE SPECIFICATIONS FOR THAT WORK.
18. PROPOSED LINEWORK IS PROVIDED IN .DWG FORMAT AND THE EXISTING AND PROPOSED SURFACES ARE PROVIDED IN .XML FORMAT FOR BIDDING PURPOSES. NO OTHER ELECTRONIC DATA WILL BE PROVIDED FOR BIDDING PURPOSES. ALL ENTITIES WHO CHOSE TO USE THESE ELECTRONIC DOCUMENTS WHETHER ISSUED FOR BIDDING OR ISSUED DURING CONSTRUCTION SHALL ASSUME RESPONSIBILITY FOR ENSURING ITS ACCURACY TO THE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.
19. THE CONTRACTOR WILL BE PROVIDED WITH THE STORM WATER POLLUTION PREVENTION PLAN AND ACCOMPANYING NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT NUMBER 2 (SWPPP) DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR SWPPP MANAGEMENT, INSPECTIONS, MAINTENANCE, EXECUTION, AND REMOVAL OF DEVICES. IN ADDITION, CONTRACTOR SHALL SUBMIT 'NOTICE OF DISCONTINUATION' TO THE IOWA DNR AT TIME SITE IS CONSIDERED FULLY ESTABLISHED, SUBJECT TO CITY APPROVAL.

## APPLICABLE SUDAS SECTIONS:

Iowa Statewide Urban Design and Specifications (SUDAS) is available publicly at https://iowasudas.org

The following specifications sections are brought to the attention of the contractor for work on this project. Exclusion from this list shall not exempt other sections from applicability to work on this project.
For all items called out in subsection 1.08 MEASUREMENT AND PAYMENT, '1. Measurement:' and '2. Payment:' shall be excluded. '3. Includes:' shall still apply to all sections. Any reference to 'Unit price' or similar context shall refer to The Contract arrangement for payment in the Project Manual for this project. EXAMPLE: where a 6" Gate valve is called out in the Plans all incidentals under Division 5, Section 5020, Part 1, Sub Section 1.08, A., 3, shall apply.

**DIVISION 2: Earthwork**
- 2010: Earthwork, Subgrade, and Subbase

**DIVISION 3: Trench Excavation and Backfill**
- 3010: Trench Excavation and Backfill
- 3020: Trenchless Construction (Boring, Jacking, and Tunneling)

**DIVISION 4: Sewers and Drains**
- 4010: Sanitary Sewers
- 4020: Storm Sewers
- 4060: Cleaning, Inspection, and Testing of Sewers

**DIVISION 5: Water Mains and Appurtenances**
- 5010: Pipe Fittings
- 5020: Valves, Fire Hydrants, and Appurtenances
- 5030: Testing and Disinfection

**DIVISION 6: Structures for Sanitary and Storm Sewers**
- 6010: Structures for Sanitary and Storm Sewers
- 6030: Cleaning, Inspection, and Testing of Structures

**DIVISION 7: Streets and Related Work**
- 7010: Portland Cement Concrete Pavement
- 7030: Sidewalks, Shared Used Paths, and Driveways

**DIVISION 8: Traffic Control**
- 8020: Pavement Markings
- 8030: Temporary Traffic Control

**DIVISION 9: Site Work and Landscaping**
- 9010: Seeding
- 9030: Plant Material and Planting
- 9040: Erosion and Sediment Control
- 9060: Chain Link Fence

**Division 11: Miscellaneous**
- 11,010: Construction Survey
- 11,050: Concrete Washout

## APPLICABLE SUDAS DETAILS:

Iowa Statewide Urban Design and Specifications (SUDAS) is available publicly at https://iowasudas.org

The following details are brought to the attention of the contractor for work on this project. Exclusion from this list shall not exempt other details from applicability to site work on this project.

**DIVISION 2: Earthwork**
- 2010.101 - DETAILS OF EMBANKMENTS AND REBUILDING EMBANKMENTS
- 2010.102 - DESIGNATION OF ROADWAY EARTHWORK ITEMS

**DIVISION 3: Trench Excavation and Backfill**
- 3010.101 - Trench Bedding and Backfill Zones
- 3010.103 - Flexible Gravity Pipe Trench Bedding
- 3010.104 - Pressure Pipe Trench Bedding

**DIVISION 4: Sewers and Drains**
- 4010.201 - Sanitary Sewer Service Stub
- 4010.203 - Sanitary Sewer Cleanout
- 4020.211 - Storm sewer Pipe Connections

**DIVISION 5: Water Mains and Appurtenances**
- 5010.101 - Thrust Blocks
- 5010.102 - Tracer System
- 5010.901 - Minimum Clearance Between Water Service and Structure
- 5020.201 - Fire Hydrant Assembly

**DIVISION 7: Streets and Related Work**
- 7010.101 - Joints
- 7010.102 - PCC Curb Details [6" Standard Curb]
- 7010.904 - Typical Jointing Layout
- 7030.102 - Concrete Driveway, Type B [With Radii]
- 7030.202 - Curb Details for Class A Sidewalk [Detail 3]

**DIVISION 8: Traffic Control**
- 8030-102 - Work off of Pavement with Minor Encroachment onto Traveled Way
- 8030.104 - Lane Closure on Low Volume Street (Self-Regulating)

**DIVISION 9: Site Work and Landscaping**
- 9030.101 - Planting Pit
- 9030.102 - Tree Staking, Guying, And Wrapping
- 9040.102 - Filter Berm and Filter Sock
- 9040.103 - Rolled Erosion Control Product (RECP) Installation on Slopes
- 9040.104 - Rolled Erosion Control Product (RECP) Installation in Channel
- 9040.105 - Rip Rap for Pipe Outlet onto Flat Ground
- 9040.111 - Rap Rap Apron for Piope Outlet into Channel
- 9040.114 - Sediment Basin with Emergency Spillway
- 9040.119 - Silt Fence
- 9040.120 - Stabilized Construction Entrance
- 9060.101 - Chain Link Fence
- 9060.102 - Chain Link Gate

Robinson Engineering Company
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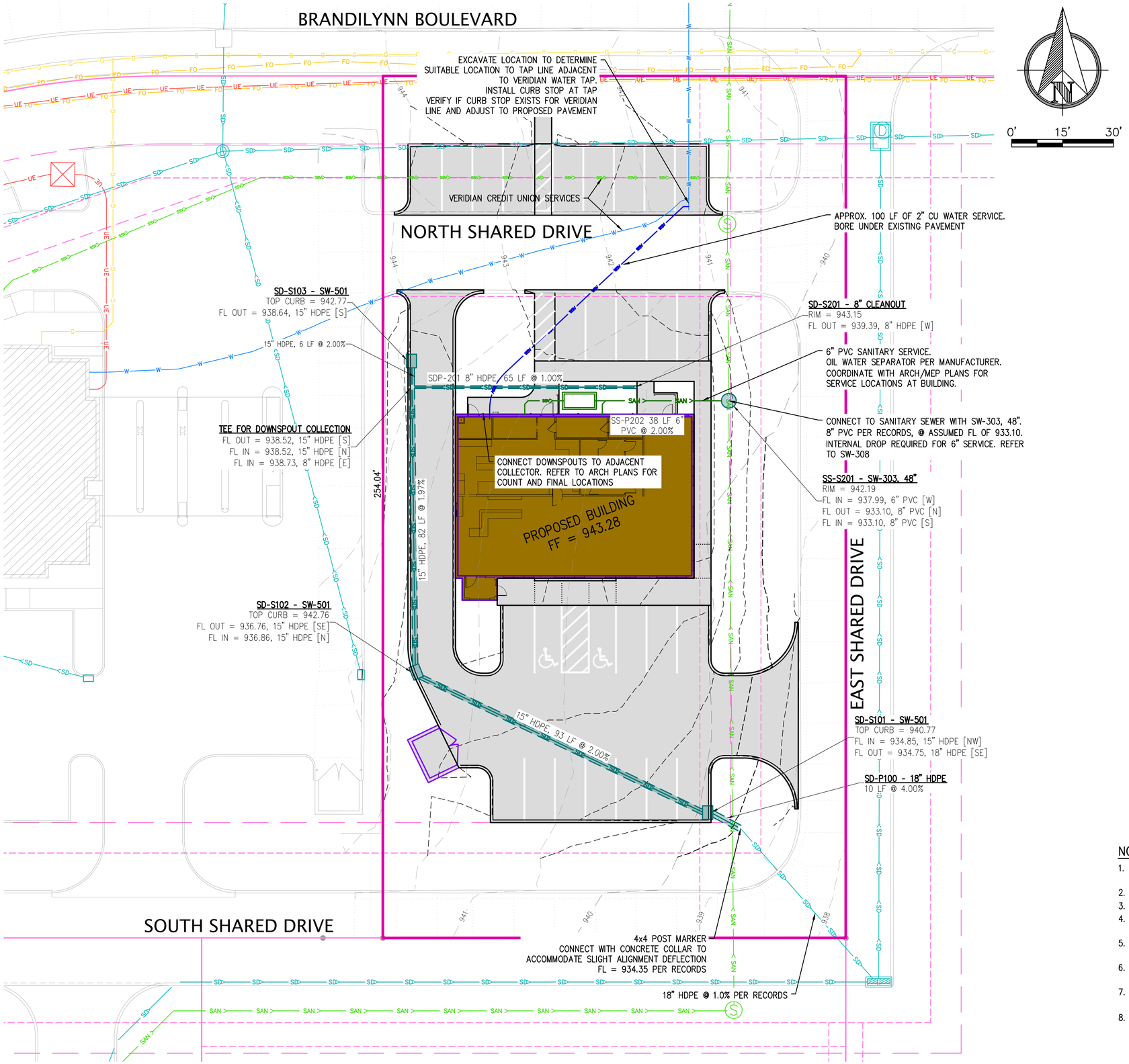
GENERAL NOTES AND APPLICABLE SPECIFICATIONS

GOLDEN CHINA RESTAURANT

PN: 24001
DARREN FANG, LLC (CONTRACT)

C0.3

8/20/2024
SUBMITTAL 4




NOTES:

1. ALL HDPE DRAINAGE PIPE SHALL BE OF DUAL WALL CONSTRUCTION UNLESS SPECIFICALLY SPECIFIED OTHERWISE.
2. STORM PIPING SHALL BE RCP WHERE PLACED WITHIN CITY RIGHT OF WAY.
3. WATER LINE SHALL BE BURIED TO MAINTAIN 6' COVER.
4. CONTRACTOR SHALL FIELD VERIFY LOCATION, ELEVATION, AND MATERIAL OF ALL WATER, STORM, AND SANITARY CONNECTIONS.
5. CONFIRM WATER SERVICE ENTRANCE LOCATION TO BUILDING WITH ARCHITECTURAL AND MECHANICAL PLANS.
6. COORDINATE CONNECTION TO MUNICIPAL WATER MAIN WITH CEDAR FALLS UTILITIES STAFF.
7. SANITARY SERVICE SHALL BE INSTALLED WITH TRACER WIRE. PLACE TRACER STATION AT CLEAN OUT WHERE SERVICE EXISTS BUILDING.
8. PLACE LIGHT POLES, IF PROVIDED, 3' CLEAR FROM EDGE PAVING/BACK OF CURB.

Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319-334-7211

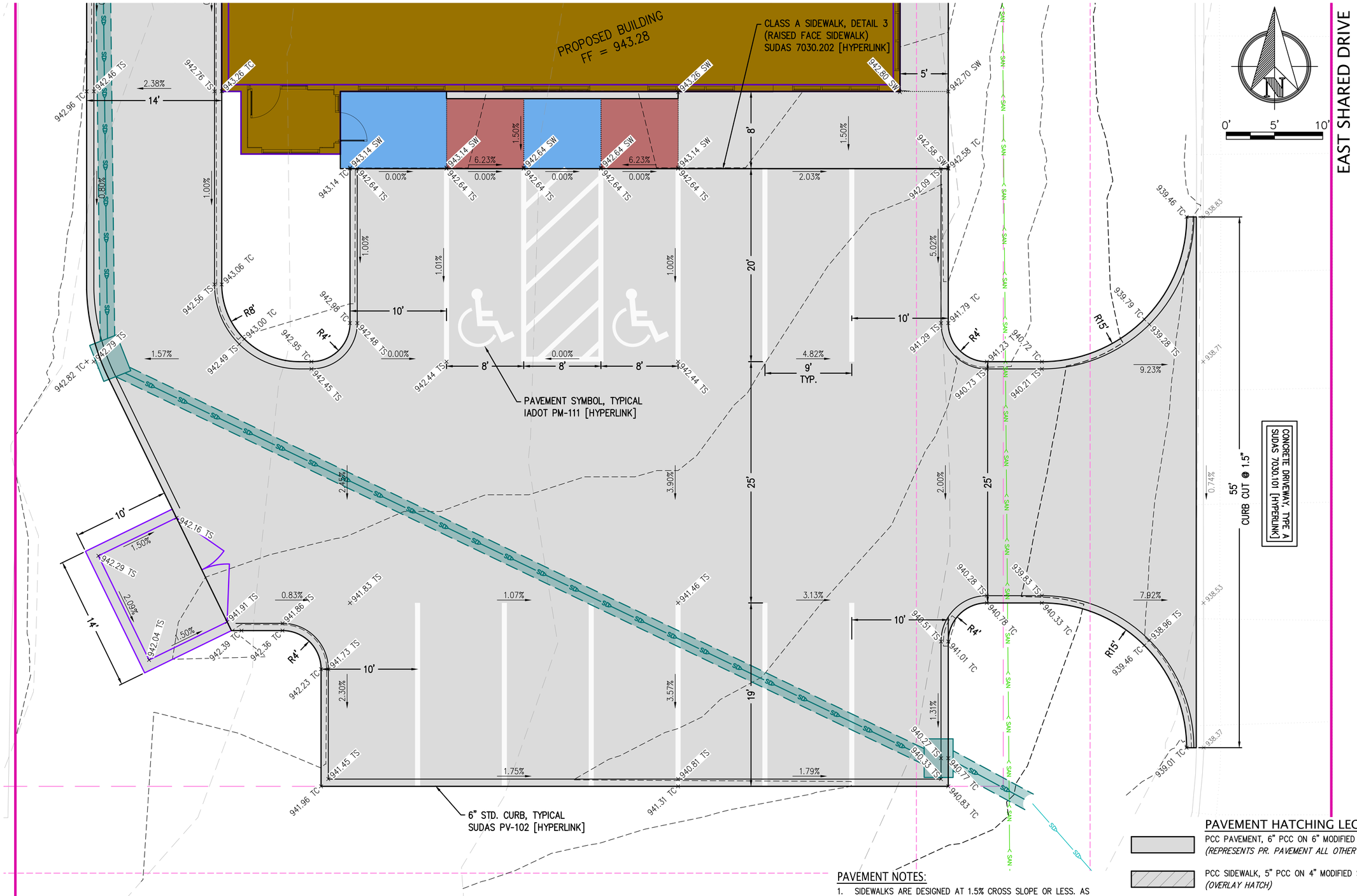
UTILITY PLAN

GOLDEN CHINA RESTAURANT

PN: 24001
DARREN FANG, LLC (CONTRACT)

C1.1

8/20/2024
SUBMITTAL 4




## ADA CODE SUMMARY:

TURNING SPACE: A PAVED SURFACE NOT EXCEEDING 2% SLOPES IN ANY DIRECTION

RAMP: ANY INCLINE EXCEEDING 1:20 (5%) BUT SHALL NOT EXCEED 1:12 (8.33%) LONGITUDINALLY.

HANDRAILS REQUIRED: HANDRAILS REQUIRED ON ANY RAMP WITH AN ELEVATION CHANGE GREATER THAN 6"

## PAVEMENT NOTES:

1. SIDEWALKS ARE DESIGNED AT 1.5% CROSS SLOPE OR LESS. AS CONSTRUCTED CROSS SLOPS SHALL NOT EXCEED 2%.
2. CARE SHALL BE TAKEN TO INSTALL WALKS IN ACCORDANCE WITH THE SURFACE DESIGN HEREIN.
3. END STALLS ARE 10' WIDE MEASURED FROM BACK OF CURB TO CENTER PAVEMENT MARKING. STANDARD STALLS ARE 9' WIDE MEASURED CENTER TO CENTER OF PAVEMENT MARKING. HANDICAP STALLS ARE AS NOTED.
4. PROVIDE AND INSTALL HANDICAP PARKING SIGNS. SIGNS SHALL BE ALUMINUM ON GALVANIZED STEEL SQUARE TUBE UNLESS MOUNTED TO BUILDING.

## PAVEMENT HATCHING LEGEND

- PCC PAVEMENT, 6" PCC ON 6" MODIFIED SUBBASE *(REPRESENTS PR. PAVEMENT ALL OTHER SHEETS)*
- PCC SIDEWALK, 5" PCC ON 4" MODIFIED SUBBASE *(OVERLAY HATCH)*
- PCC PAVEMENT, 8" PCC ON 6" MODIFIED SUBBASE *(OVERLAY HATCH)*
- TURNING SPACE *(OVERLAY HATCH)*
- SIDEWALK RAMP *(OVERLAY HATCH)*

*(OVERLAY HATCHING ONLY UTILIZED ON PAVING PLAN SHEETS.)*

Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319-334-7211

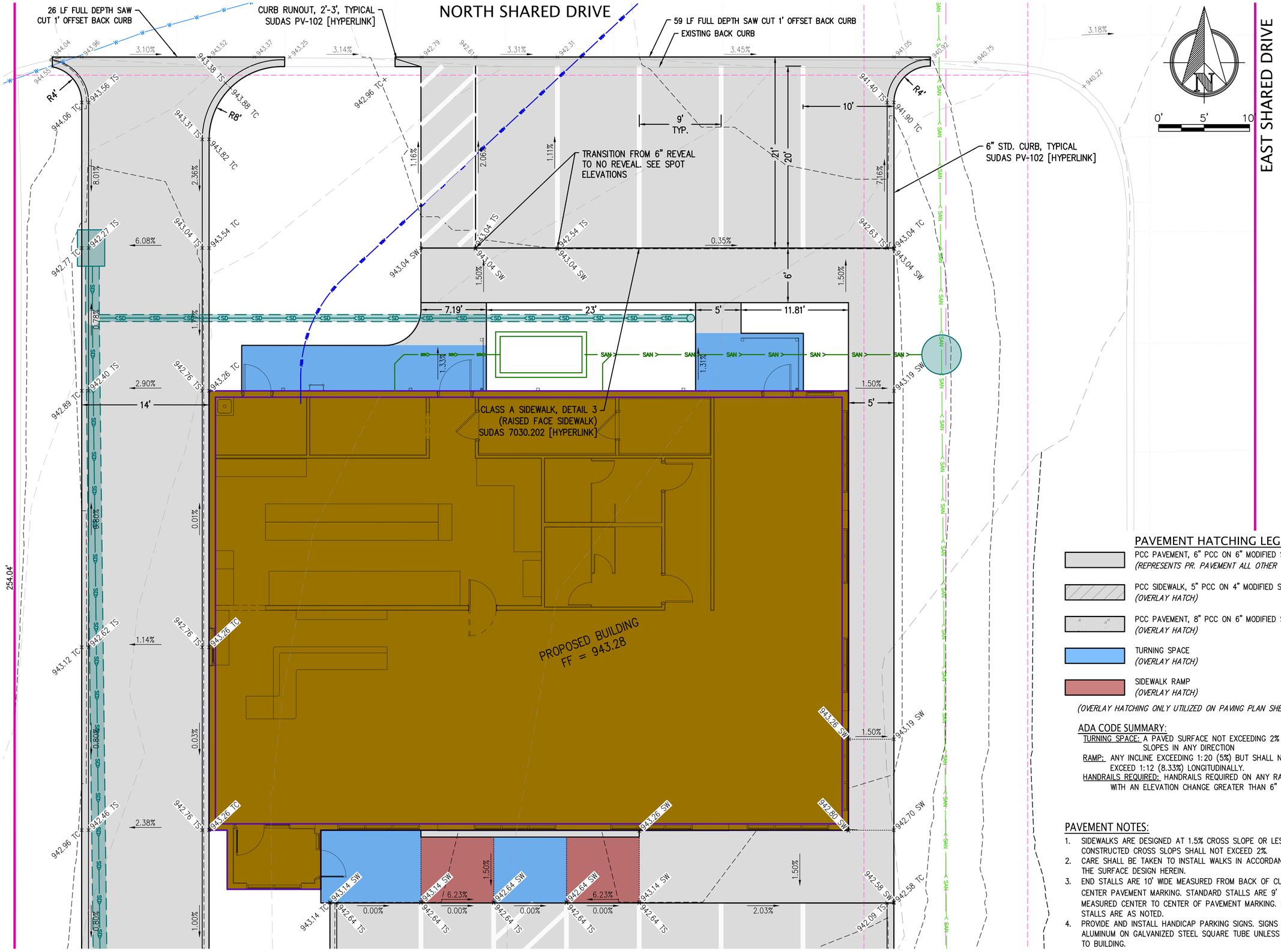
PAVING PLAN - SOUTH

GOLDEN CHINA RESTAURANT

PN: 24001
DARREN FANG, LLC (CONTRACT)

C2.1

8/20/2024
SUBMITTAL 4

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- PCC PAVEMENT, 8" PCC ON 6" MODIFIED SUBBASE *(OVERLAY HATCH)*
- TURNING SPACE *(OVERLAY HATCH)*
- SIDEWALK RAMP *(OVERLAY HATCH)*

*(OVERLAY HATCHING ONLY UTILIZED ON PAVING PLAN SHEETS.)*

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RAMP: ANY INCLINE EXCEEDING 1:20 (5%) BUT SHALL NOT EXCEED 1:12 (8.33%) LONGITUDINALLY.

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Robinson Engineering Company
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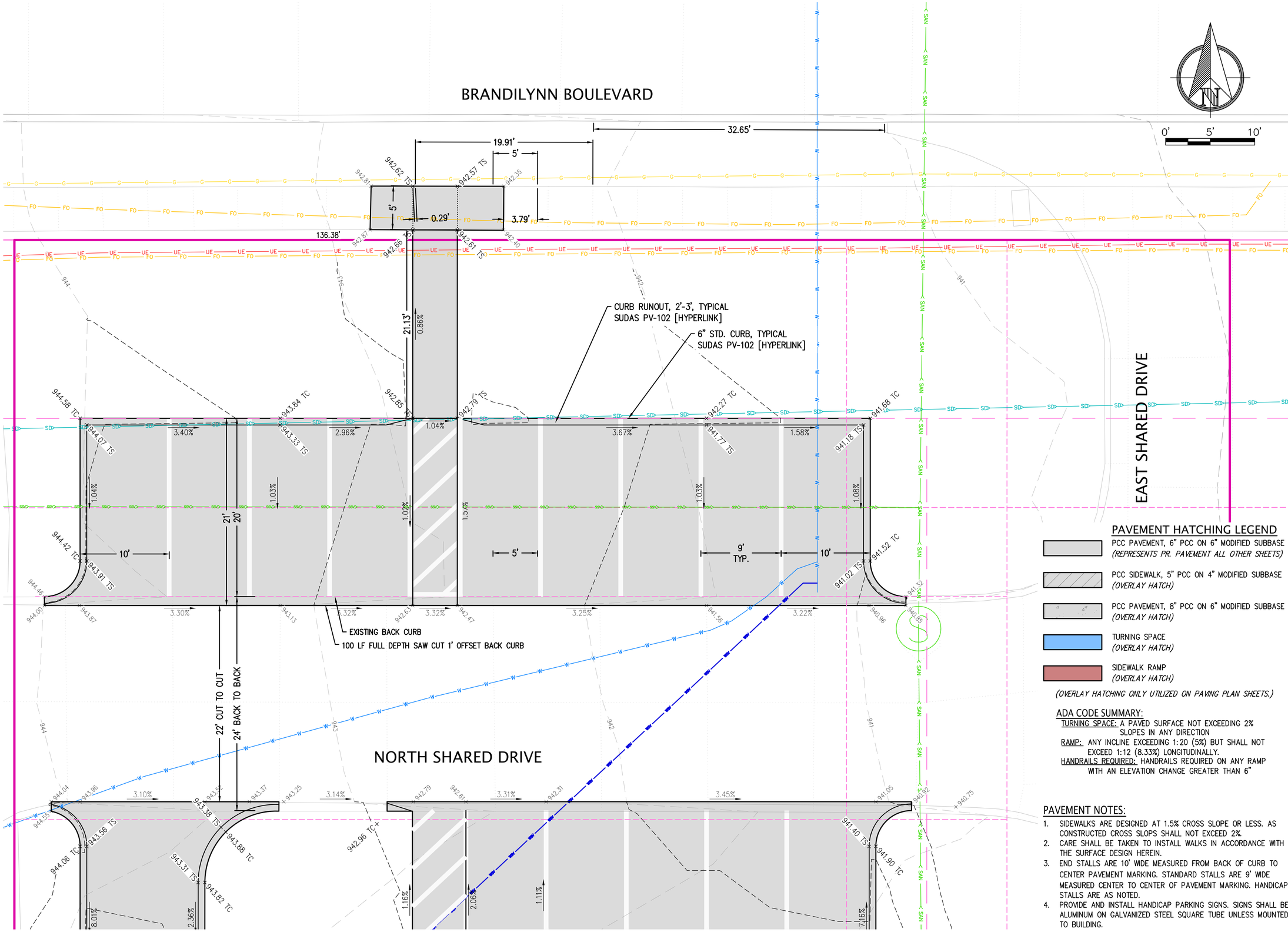
PAVING PLAN - CENTER

GOLDEN CHINA RESTAURANT

PN: 24001
DARREN FANG, LLC (CONTRACT)

C2.2

8/20/2024
SUBMITTAL 4

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- TURNING SPACE *(OVERLAY HATCH)*
- SIDEWALK RAMP *(OVERLAY HATCH)*

*(OVERLAY HATCHING ONLY UTILIZED ON PAVING PLAN SHEETS.)*

## ADA CODE SUMMARY:

TURNING SPACE: A PAVED SURFACE NOT EXCEEDING 2% SLOPES IN ANY DIRECTION

RAMP: ANY INCLINE EXCEEDING 1:20 (5%) BUT SHALL NOT EXCEED 1:12 (8.33%) LONGITUDINALLY.

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Robinson Engineering Company
Consulting Engineers
819 Second Street NE
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319-334-7211

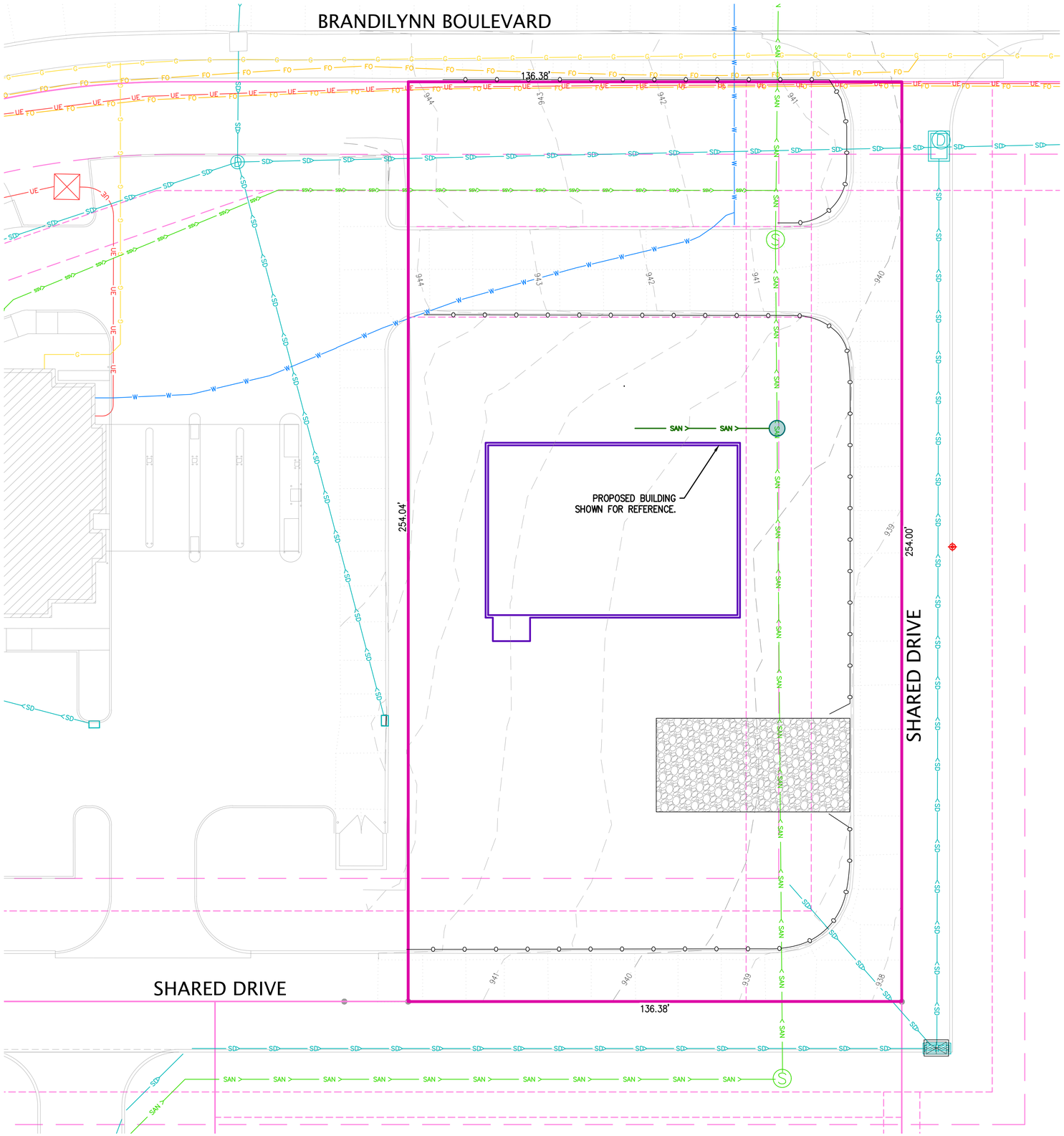
PAVING PLAN - NORTH

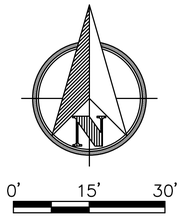
GOLDEN CHINA RESTAURANT

PN: 24001
DARREN FANG, LLC (CONTRACT)

C2.3

8/20/2024
SUBMITTAL 4




## SEQUENCE OF ACTIVITIES

INITIAL

PREPARATION OF SITE FOR MOBILIZATION AND COMMENCEMENT OF WORK

1. INSTALL SWPPP BOX
2. ESTABLISH PERIMETER CONTROLS
3. INSTALL TEMPORARY CONSTRUCTION ENTRANCE
4. INSTALL PORTABLE SANITARY FACILITY
5. ESTABLISH STAGING & PARKING AREAS
6. ESTABLISH STOCK PILE CONTROLS
7. PLACE INLET PROTECTION DEVICES ON ROADWAY INLETS.

## LEGEND

- PCC
- TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
- GRANULAR SURFACING PERMANENT OR TEMPORARY
- EROSION MULCHING
- TEMPORARY ROLLED EROSION CONTROL PRODUCT
- INLET PROTECTION - SILT BAG
- INLET PROTECTION - SOCK
- 9" - FILTER SOCK, MULCH FILL**
- SILT FENCE

** MAY SUBSTITUTE WITH SILT FENCE OR MULCH BERM WHERE PERMITTED

## KEY

1. SWPPP BOX
2. PORTABLE SANITARY FACILITY
3. CONSTRUCTION DUMPSTER
4. CONSTRUCTION PARKING
5. CONSTRUCTION TRAILER
6. MATERIAL STORAGE
7. STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
8. CONCRETE WASHOUT

## NOTES:

1. NOT ALL KEY AND/OR LEGEND ITEMS MAY BE USED AND SHOWN ON THIS PLAN. THEY ARE AVAILABLE FOR USE IF NEEDED.
2. PORTABLE SANITARY FACILITY SHALL BE STAKED DOWN TO WITHSTAND ANY ANTICIPATED WINDS
4. STABILIZATION MEASURES SHALL BE INITIATED IMMEDIATELY ON ANY EXPOSED SOILS IF EARTH DISTURBING ACTIVITIES HAVE CEASED TEMPORARILY OR PERMANENTLY AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
5. ADDITIONAL AND MORE COMPREHENSIVE DETAILS AND INSTRUCTIONS CONTAINED WITHIN THE SWPPP DOCUMENT
6. CONCRETE SLURRY GENERATED BY WET SAWING SHALL BE VACUUMED OR UTILIZE OTHER ACCEPTABLE CONTAINMENT METHOD TO CAPTURE AND DISPOSE OF THE MATERIAL IN ACCORDANCE WITH APPLICABLE LAWS.

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319-334-7211

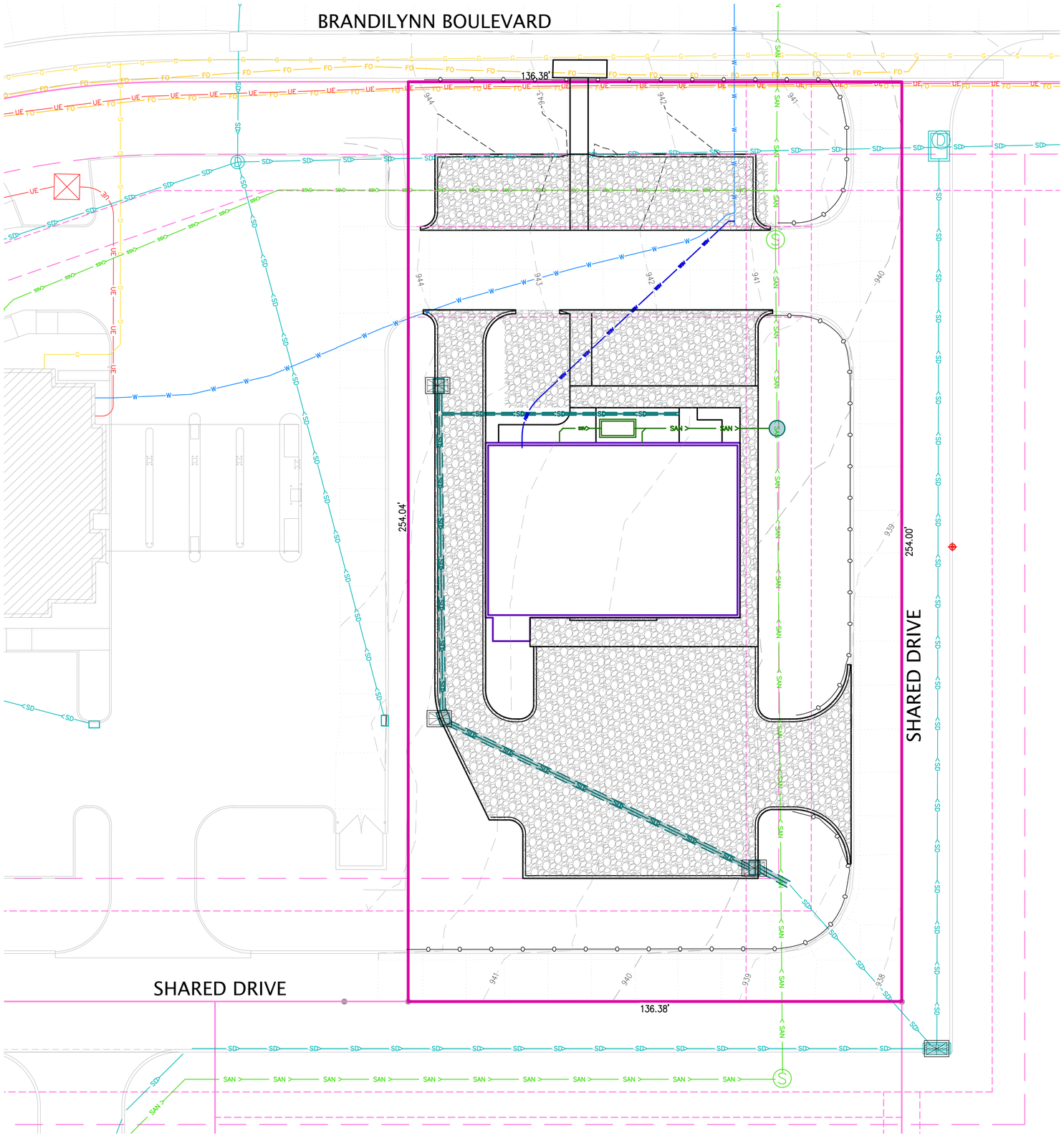
SWPPP - INITIAL DISTURBANCE

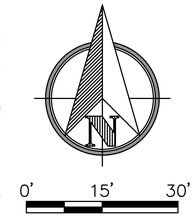
GOLDEN CHINA RESTAURANT

PN: 24001
DARREN FANG, LLC (CONTRACT)

C3.1

8/20/2024
SUBMITTAL 4




## SEQUENCE OF ACTIVITIES

CONSTRUCTION

CONTINUED MAINTENANCE, IMPLEMENTATION, AND EVOLUTION OF SWPPP

1. MAINTENANCE
   - 1.A. SWPPP DOCUMENTS
   - 1.B. PERIMETER CONTROLS
   - 1.C. TEMPORARY CONSTRUCTION ENTRANCE
   - 1.D. STOCK PILES
2. SITE GRADING
   - 2.A. INSTALL DETENTION BASIN ON SOUTH END TO OPERATE AS SEDIMENT BASIN DURING CONSTRUCTION.
   - 2.B. PLACE EROSION MULCHING WHEN AREAS ARE NOT BEING WORKED OR ONCE GRADE IS ESTABLISHED
   - 2.C. PLACE PAVEMENT SUBBASE ONCE SUBGRADE PREPARED
   - 2.D. SWEEP STREETS WHEN EROSION IS TRACKED
3. UTILITIES
   - 3.A. PLACE EROSION MULCHING THROUGH DISTURBED AREAS
   - 3.B. PLACE INLET PROTECTION DEVICES FOR NEWLY INSTALLED INTAKES
   - 3.C. PLACE SILT FENCE TO PROTECT CULVERTS
   - 3.D. SWEEP STREETS WHEN EROSION IS TRACKED
4. BUILDING CONSTRUCTION
   - 4.A. MAINTAIN ONSITE CONTROLS
5. SITE PAVING
   - 5.A. INSTALL CONCRETE WASHOUT
   - 5.B. REMOVE TEMPORARY CONSTRUCTION ENTRANCE ONCE REQUIRED TO PREPARE SUBBASE AND PLACE PAVEMENT

## LEGEND

- PCC
- TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
- GRANULAR SURFACING PERMANENT OR TEMPORARY
- EROSION MULCHING
- TEMPORARY ROLLED EROSION CONTROL PRODUCT
- INLET PROTECTION - SILT BAG
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## KEY

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2. PORTABLE SANITARY FACILITY
3. CONSTRUCTION DUMPSTER
4. CONSTRUCTION PARKING
5. CONSTRUCTION TRAILER
6. MATERIAL STORAGE
7. STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
8. CONCRETE WASHOUT

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Robinson Engineering Company
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Independence, Iowa 50644
319-334-7211

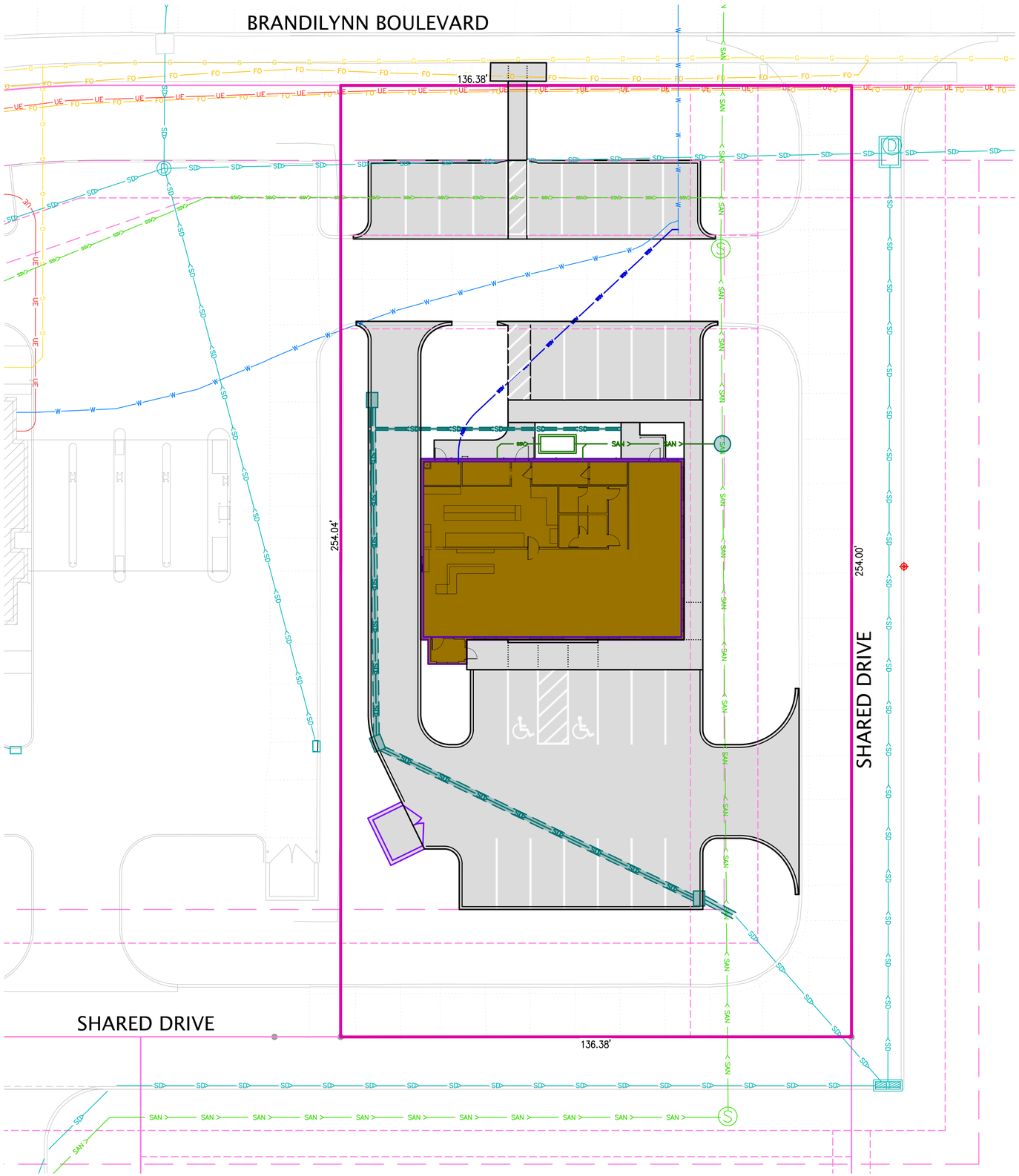
SWPPP - CONSTRUCTION PHASE

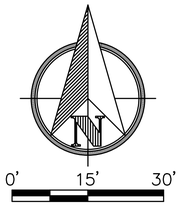
GOLDEN CHINA RESTAURANT

PN: 24001
DARREN FANG, LLC (CONTRACT)

C3.2

8/20/2024
SUBMITTAL 4




## MEASURED COMPLIANCE

| | |
|---|---|
| OVERSTORY TREES | |
| 4 INCH CALIPER OR GREATER | 100 POINTS |
| 3 INCH CALIPER OR GREATER | 90 POINTS |
| 2 INCH CALIPER OR GREATER | 80 POINTS |
| TREES WITH CALIPER OF MORE THAN 4 INCHES 25 POINTS PER INCH | |
| UNDERSTORY TREES | |
| 2 INCH CALIPER OR GREATER | 40 POINTS |
| 1½ INCH CALIPER OR GREATER | 30 POINTS |
| 1 INCH CALIPER OR GREATER | 20 POINTS |
| SHRUBS | |
| 5 GALLON OR GREATER | 10 POINTS |
| 2 GALLON OR GREATER | 5 POINTS |
| CONIFERS | |
| 10 FOOT HEIGHT OR GREATER | 100 POINTS |
| 8 FOOT HEIGHT OR GREATER | 90 POINTS |
| 6 FOOT HEIGHT OR GREATER | 80 POINTS |
| 5 FOOT HEIGHT OR GREATER | 40 POINTS |
| 4 FOOT HEIGHT OR GREATER | 30 POINTS |
| 3 FOOT HEIGHT OR GREATER | 20 POINTS |

# LANDSCAPE PLAN
# GOLDEN CHINA RESTAURANT

ZONING: HWY-1 HIGHWAY COMMERCIAL

LOT SIZE: 34,036 SF / 0.781 ACRES

LOT AREA UTILIZATION:
BUILDING FOOTPRINT: 3,461 SF (10.2%)
TOTAL PAVEMENT & SIDEWALKS: 20,182 SF (59.3%)
TOTAL VEGETATED SURFACE: 10,393 SF (30.5%)

REQUIREMENTS PER ORDINANCE (PARAPHRASED):

A. MIN. OPEN SPACE OF 10% EXCLUDING PERIMETER SETBACK

B. MIN. 0.02 PTS/SF OF SITE AREA. (REDUCTIONS POSSIBLE SUBJECT TO APPROVAL)
34,036 SF * 0.02 PTS/SF = **681 POINTS**

C. MIN. 0.75 PTS PER LF OF FRONTAGE
137 LF FRONTAGE * 0.75PTS/LF = **103 PTS**

SUB REQUIREMENTS
- OVERSTORY TREES PLACED ADJACENT TO PARKING AT A RATE OF 1 TREE PER 15 PARKING SPACES OR 1 TREE PER 2500 SF OF HARD SURFACE
  10,401 SF PAVEMENT / 2500 SF = **5 TREES**
- LANDSCAPING AROUND PERIMETER OF PARKING AREAS.

OPEN SPACE PROVIDED
TOTAL AREA EXCLUSIVE OF LANDSCAPE SETBACK: 20,473 SF
VEGETATED SURFACE: 3,418 S.F. (16.7%)

Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319-334-7211

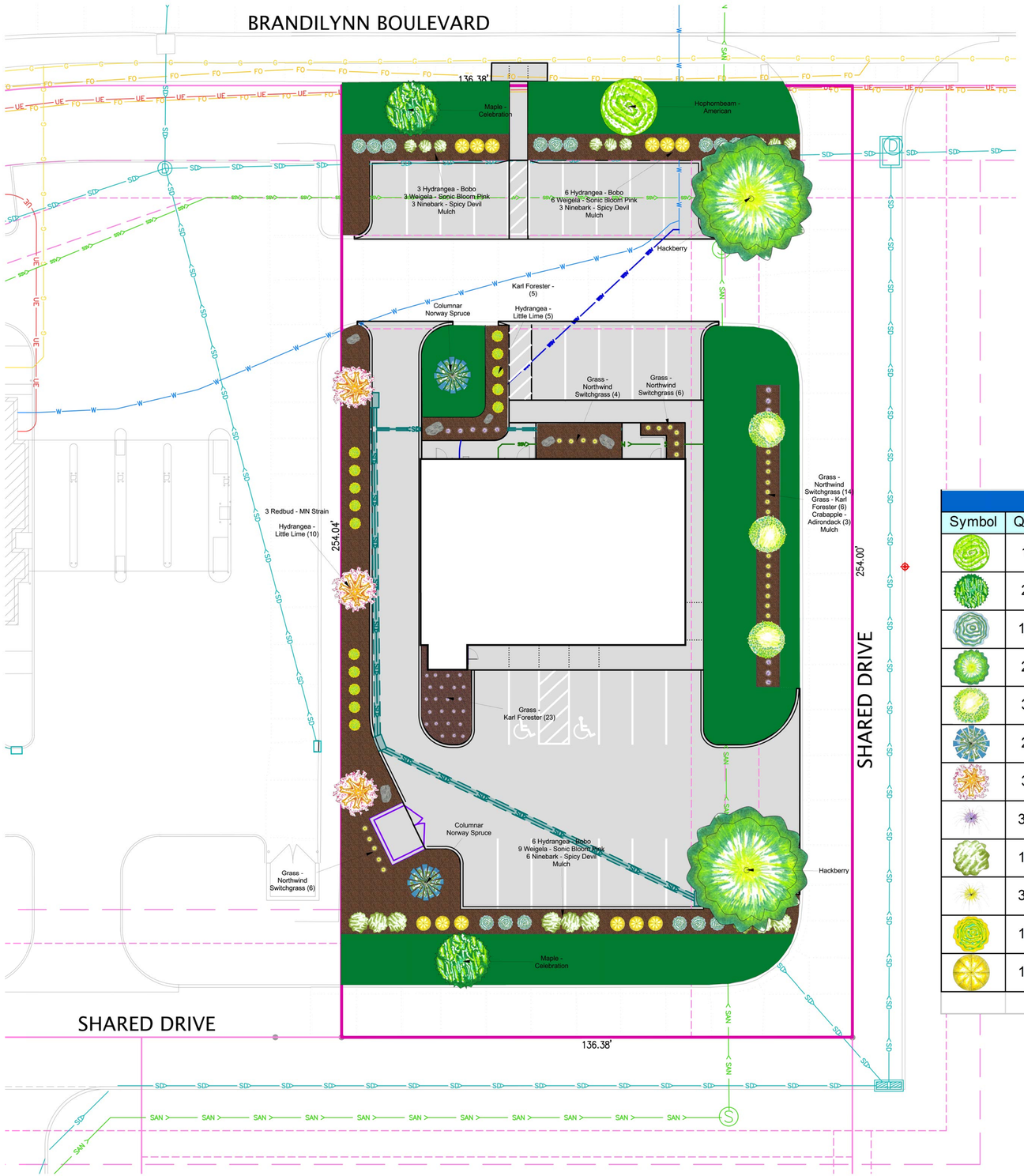
LANDSCAPE PLAN

GOLDEN CHINA RESTAURANT

PN: 24001
DARREN FANG, LLC (CONTRACT)

LA.1

8/20/2024
SUBMITTAL 4




0' 15' 30'

## MEASURED COMPLIANCE

OVERSTORY TREES

| | |
|---|---|
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UNDERSTORY TREES

| | |
|---|---|
| 2 INCH CALIPER OR GREATER | 40 POINTS |
| 1½ INCH CALIPER OR GREATER | 30 POINTS |
| 1 INCH CALIPER OR GREATER | 20 POINTS |

SHRUBS

| | |
|---|---|
| 5 GALLON OR GREATER | 10 POINTS |
| 2 GALLON OR GREATER | 5 POINTS |

CONIFERS

| | |
|---|---|
| 10 FOOT HEIGHT OR GREATER | 100 POINTS |
| 8 FOOT HEIGHT OR GREATER | 90 POINTS |
| 6 FOOT HEIGHT OR GREATER | 80 POINTS |
| 5 FOOT HEIGHT OR GREATER | 40 POINTS |
| 4 FOOT HEIGHT OR GREATER | 30 POINTS |
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# LANDSCAPE PLAN
# GOLDEN CHINA RESTAURANT

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OPEN SPACE PROVIDED
TOTAL AREA EXCLUSIVE OF LANDSCAPE SETBACK: 20,473 SF
VEGETATED SURFACE: 3,418 S.F. (16.7%)

## Plant Legend

| Symbol | Qty | Common | Size | Points | Total Points |
|---|---|---|---|---|---|
| | 1 | American Hophmbeam | 2" | 80 | 80 |
| | 2 | Maple - Celebration | 3" | 90 | 180 |
| | 15 | Hydrangea - Bobo | #2 | 2 | 30 |
| | 2 | Common Hackberry | 3" | 40 | 80 |
| | 3 | Crabapple - Adirondack | 1 1/2" | 30 | 90 |
| | 2 | Columnar Norway Spruce | 4' | 30 | 60 |
| | 3 | Eastern Redbud - MN Strain | 1 1/2" | 30 | 90 |
| | 34 | Grass - Karl Forester | #1 | 0 | 0 |
| | 18 | Weigela - Sonic Bloom Pink | #2 | 2 | 36 |
| | 30 | Grass - Northwind Switchgrass | #1 | 0 | 0 |
| | 15 | Hydrangea - Little Lime | #2 | 2 | 30 |
| | 12 | Ninebark - Spicy Devil | #2 | 2 | 24 |
| | | | | | 700 |

Robinson Engineering Company
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LANDSCAPE PLAN

GOLDEN CHINA RESTAURANT

PN: 24001
DARREN FANG, LLC (CONTRACT)

LA.1

8/20/2024
SUBMITTAL 4

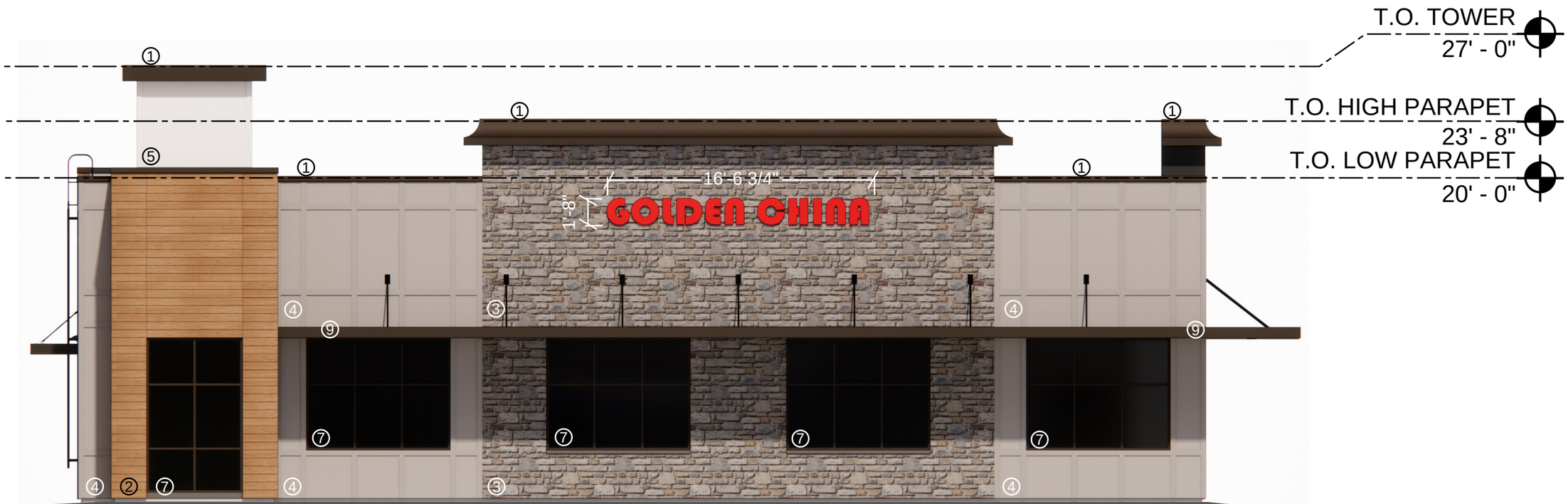

LEVI ARCHITECTURE

# GOLDEN CHINA
## 1150 Brandilynn Blvd. | Cedar Falls, IA


LEVI ARCHITECTURE

# GOLDEN CHINA
## 1150 Brandilynn Blvd. | Cedar Falls, IA

# GOLDEN CHINA
# 1150 Brandilynn Blvd. | Cedar Falls, IA



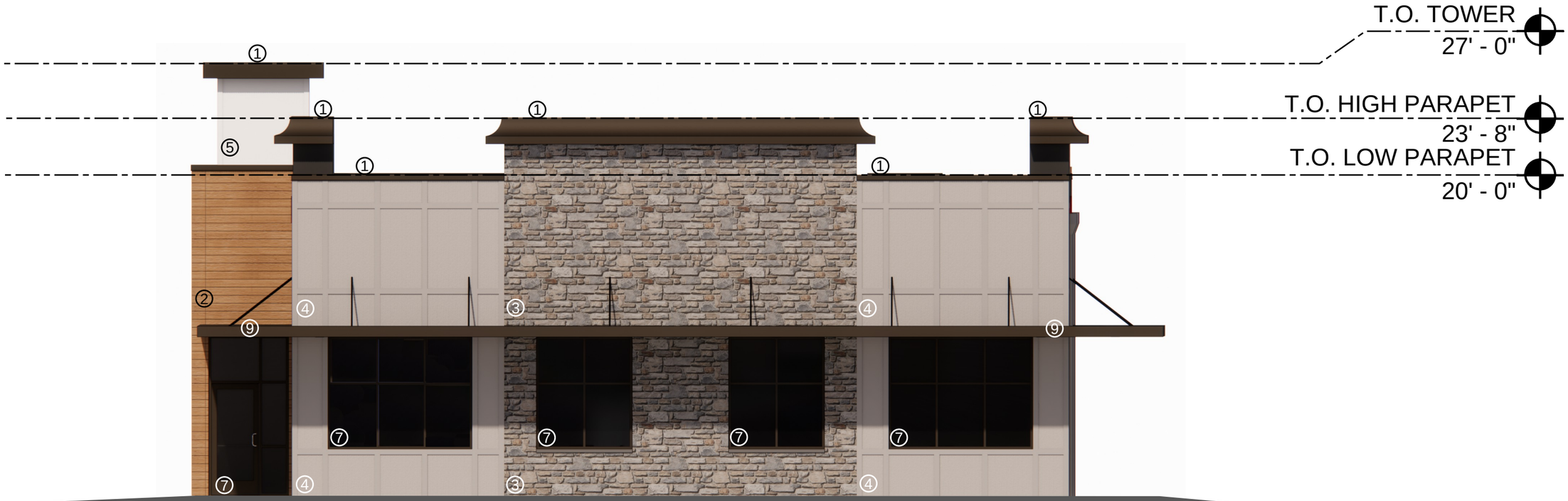

## SOUTH ELEVATION

FUTURE WALL SIGNAGE TO NOT EXCEED
20% OF THE ATTACHED SURFACE AREA.
TOTAL SOUTH WALL AREA = 1,527 SF
20% OF SOUTH WALL AREA = 305 SF
CURRENT SIGNAGE AS SHOWN = 28 SF
FINAL SIGNAGE TO BE REVIEWED W/ EACH BUILD-OUT

1. PREFIN. SHT. MTL. CAP - FIRESTONE DARK BRONZE
2. NICHIHA VINTAGE WOOD PANELS - CEDAR
3. STONE VENEER - COLOR TBD
4. LP BOARD & BATTEN & TRIM - CLAY BY DIAMOND KOTE
5. LP BOARD & BATTEN & TRIM - WHITE BY DIAMOND KOTE
6. INSUL. GALV. H.M. DOOR - MATCH CLAY BY DIAMOND KOTE
7. ALUM. STOREFRONT FRAMING - DARK BRONZE
8. DRIVE-THRU WINDOW - DARK BRONZE
9. PREFIN. SHT. MTL. CANOPY - DARK BRONZE

LEVI ARCHITECTURE

# GOLDEN CHINA
## 1150 Brandilynn Blvd. | Cedar Falls, IA



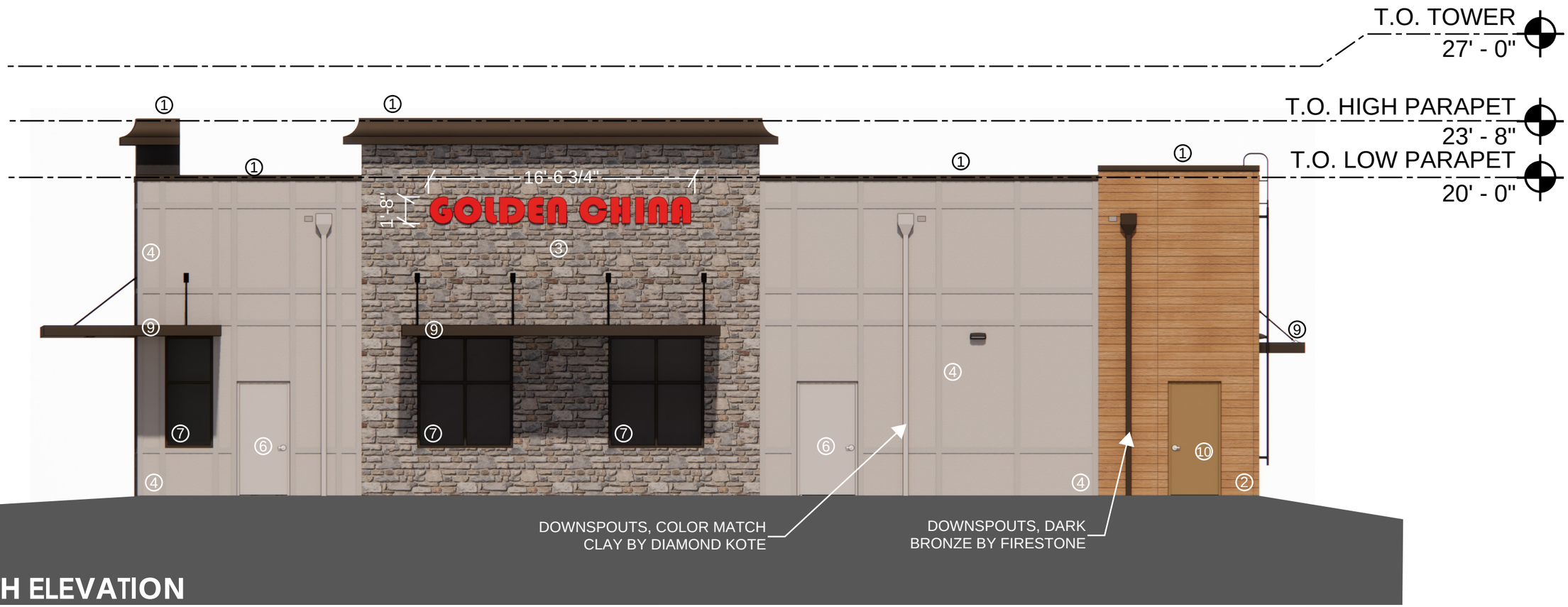

## EAST ELEVATION

FUTURE WALL SIGNAGE TO NOT EXCEED
20% OF THE ATTACHED SURFACE AREA.
TOTAL EAST WALL AREA = 1,158 SF
20% OF EAST WALL AREA = 232 SF
CURRENT SIGNAGE AS SHOWN = 28 SF
FINAL SIGNAGE TO BE REVIEWED W/ EACH BUILD-OUT

1. PREFIN. SHT. MTL. CAP - FIRESTONE DARK BRONZE
2. NICHIHA VINTAGE WOOD PANELS - CEDAR
3. STONE VENEER - COLOR TBD
4. LP BOARD & BATTEN & TRIM - CLAY BY DIAMOND KOTE
5. LP BOARD & BATTEN & TRIM - WHITE BY DIAMOND KOTE
6. INSUL. GALV. H.M. DOOR - MATCH CLAY BY DIAMOND KOTE
7. ALUM. STOREFRONT FRAMING - DARK BRONZE
8. DRIVE-THRU WINDOW - DARK BRONZE
9. PREFIN. SHT. MTL. CANOPY - DARK BRONZE

LEVI ARCHITECTURE

# GOLDEN CHINA
## 1150 Brandilynn Blvd. | Cedar Falls, IA




1. PREFIN. SHT. MTL. CAP - FIRESTONE DARK BRONZE
2. NICHIHA VINTAGE WOOD PANELS - CEDAR
3. STONE VENEER - COLOR TBD
4. LP BOARD & BATTEN & TRIM - CLAY BY DIAMOND KOTE
5. LP BOARD & BATTEN & TRIM - WHITE BY DIAMOND KOTE
6. INSUL. GALV. H.M. DOOR - MATCH CLAY BY DIAMOND KOTE
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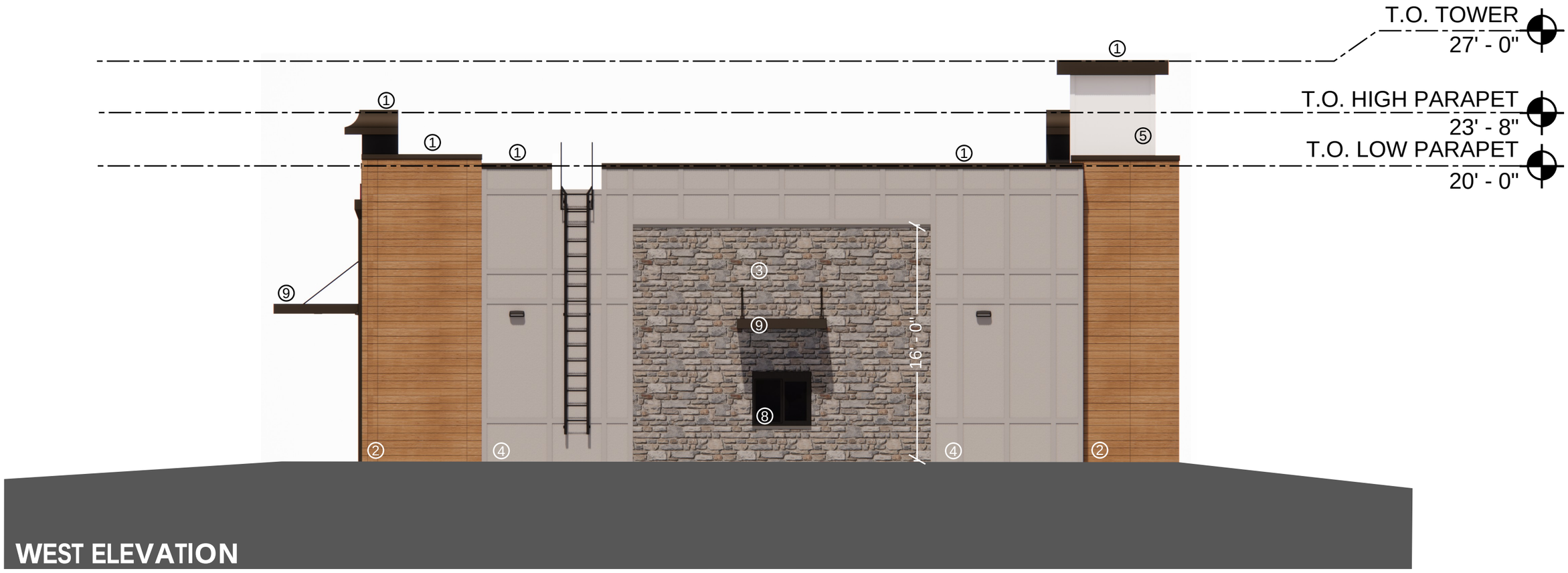


① PREFIN. SHT. MTL. CAP - FIRESTONE DARK BRONZE
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⑥ INSUL. GALV. H.M. DOOR - MATCH CLAY BY DIAMOND KOTE
⑦ ALUM. STOREFRONT FRAMING - DARK BRONZE
⑧ DRIVE-THRU WINDOW - DARK BRONZE
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LEVI ARCHITECTURE

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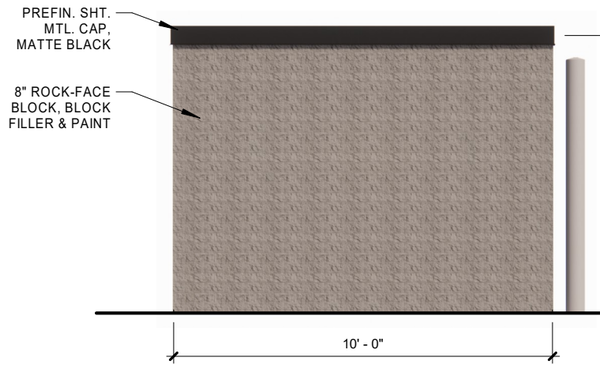
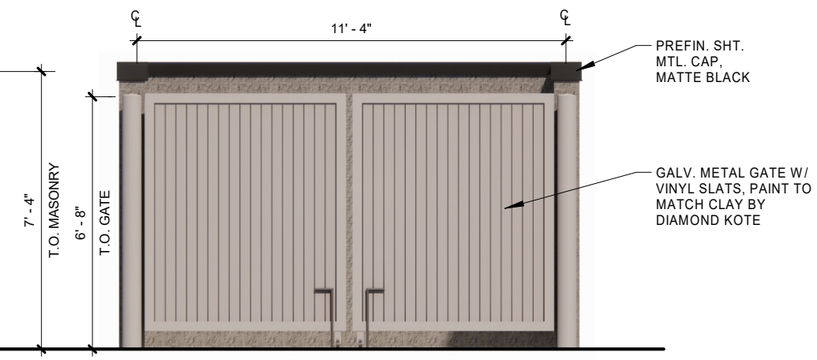



## ENCLOSURE SIDE ELEVATION

SCALE: 1/4" = 1'-0"




## ENCLOSURE FRONT ELEVATION

SCALE: 1/4" = 1'-0"

LEVI ARCHITECTURE

CEDAR FALLS Iowa

DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

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

PUBLIC WORKS/PARKS DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

# MEMORANDUM

**TO:** **Honorable Mayor Danny Laudick and City Council**

**FROM:** Brian Heath, Public Works/Parks Division Manager

**DATE:** September 13, 2024,

**SUBJECT:** Compost Facility Contract Services

Proposals for management of the City's compost facility were received and opened on August 15th. The Request for Proposals consists of a base fee for grinding incoming material, windrowing and turning ground material, and screening the finished compost. It also includes a separate fixed hourly rate to provide extra services to produce quality wood mulch and grinding material in excess of the 60,000 cubic yard base amount. Of the ten contractors requests were sent to, there were three that submitted proposals. Following is a summation of the annual base proposals received.

| | |
|---|---|
| T&W Grinding | $200,000.00 |
| J. Petticord Inc. | $289,950.00 |
| St. Louis Composting | $360,000.00 |

The Public Works Department is recommending entering into a contract with T& W Grinding to provide compost management operations at the proposed amount of $200,000.00 annually. The compost site operation utilizes Refuse Funds for management of the facility and will accept invoices on a quarterly basis.

**This updated document is being sent due to an error with the contract start date.**

Please feel free to contact me if you have questions or comments.

CC: Chase Schrage, Public Works Director

# CITY OF CEDAR FALLS

# PUBLIC WORKS DEPARTMENT

# REQUEST FOR PROPOSALS

# FOR

# COMPOST FACILITY MANAGEMENT

## Bid Submittal Deadline:

## 2:00 PM – August 15, 2024

# PROPOSAL SPECIFICATIONS MAILED TO:

Chamness Technology Inc.
2255 Little Wall Lake Road
Blairsburg, IA 50034

T&W Grinding and Composting Service
2752 245th Street
Earlville, IA 52041

St. Louis Composting, Inc./AgriCycle Inc.
39 Old Elam Ave.
Valley Park, MO 63088
Phone: 636-861-3344
Fax: 636-861-5925
Cell: 314-575-7887

Benton Sand and Gravel Inc.
905 Center Street
Cedar Falls, IA 50613

Peterson Contractors Inc.
P.O. Box A
Reinbeck, IA 50669

Dakota Wood Grinding Inc.
1567 Clayton Ave. East
RoseMount MN. 55068

Deboef Grinding
P.O. Box 32
New Sharon, IA 50207

Dubuque Hardwoods
10492 Route 52 South
Dubuque, IA 52003

Wright Outdoor Solutions
8000 Racoon River Drive
West Des Moines, IA 50266

J. Petticord Inc.
1200 Prairie Drive SW
Bondurant, IA 52035

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
SERVICE/PRODUCT AGREEMENT
COMPOST FACILITY MANAGEMENT SERVICES

This Agreement is by and between T&W Grinding ("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 Form of Proposal 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 "B" includes provisions for contingent services, such services shall not be performed until authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

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

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

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on December 31, 2027, unless earlier terminated under the terms of this Agreement.

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

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

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

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

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

9.0. Indemnification and Hold Harmless.

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

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

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

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

10.0. Insurance.

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

Title: O/M Division Manager

Address: 2200 Technology Pkwy.

Telephone: 319 273-8629

Email: brian.heath@cedarfalls.com

Contractor:

Name: Philip Thuman

Title: Owner

Address: P.O. Box 254
Delhi IA 52223

Telephone: 563-608-9168

Email: ThumanPhilip1@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: T&W GRINDING
(name of company or contractor)

By: Philip Thuman

Its: Owner

Date: 9-23-2024

CITY OF CEDAR FALLS, IOWA

By: _____
Danny Laudick, Mayor

Attest: _____
Kim Kerr CMC, City Clerk

Date: _____

# CITY OF CEDAR FALLS
# REQUEST FOR PROPOSALS
# COMPOST FACILITY MANAGEMENT SERVICE
# Exhibit A

## I. INTRODUCTION

The City of Cedar Falls is seeking proposals from experienced, responsible, and qualified contractors to provide yard waste management services at the City's compost facility. Qualified vendors are invited to submit a proposal in the format outlined in this Request for Proposals (RFP).

Cedar Falls is seeking proposals from experienced, responsible and qualified companies to provide feedstock preparation and processing that will simulate the current operation. Contractor responsibility includes processing operations from the point of material acceptance to completion of a cured compost product.

Facility Description

The Cedar Falls Compost Facility is a permit by rule facility located north of the Cedar River on East Main Street. It is an 8 (eight) acre facility that accepts yard and wood waste from Cedar Falls residents. Residents are allowed to deposit yard waste daily from April 1st through the end of November and as weather permits through the winter months. There is no scale service and currently no user fee associated with this site. The annual average quantity of material received at this facility is estimated at 60,000 cubic yards.

Current Process for Leafy Vegetation and Small Wood Waste

Material feedstock is ground as needed, windrowed and turned until the material reaches a finished stage of compost. Material is then screened and stockpiled for use by Cedar Falls residents and by the City on public works/parks projects.

Compost shall be consistent with current operation quality. The contractor removes any non-conforming items noticed while on site and during the processing of the feedstock. City staff monitors the feedstock collection area for unacceptable items when the Contractor is not on site and as operational tempo allows.

As directed by city staff and by schedule, the Contractor will process the feedstock, place it into windrowed piles in a manner to produce a quality compost product meeting the minimal standards as established by Iowa Administrative Code 567 Chapter 105.3 (10). The cured and finished compost is required to be placed in a stockpile. Samples are collected by City staff and sent for testing as needed. All materials accepted and the finished product is the property of the City of Cedar Falls. The contractor shall be responsible to screen the finished material to a ¾ minus at no additional cost.

Current Process for Large Woody Materials
Large wood waste is stockpiled separately and ground into a useable product for residential use and city projects. Material is typically ground through a 5" screen and then ground to a 2" size and screened to remove fines for an additional cost.

## II. PROJECT DESCRIPTION

The intent of this RFP and attached contract/agreement is to provide for the management of yard waste and select organic waste materials received regularly from Cedar Falls residents and city operations.

The tentative RFP schedule is as follows:

| | |
|---|---|
| July 25, 2024 | RFP released |
| August 15, 2024 | 2:00 PM - RFP responses due |
| September 16, 2024 | Contract award by City Council |
| January 1, 2025 | Contract term begins |

## III. SCOPE OF SERVICES

Contactor Service Requirements

1. The Contractor is responsible for the operation of the yard waste composting process in accordance with best management practices and all applicable local, state and federal regulations and guidelines. Operations include grinding feedstock, formation, turning and monitoring of windrows or static piles; adding moisture (as needed); maintaining optimum carbon to nitrogen ratio, screening and stockpiling finished product.

2. The Contractor is responsible for visually inspecting the materials prior to and during feedstock processing. Non-organic or hazardous materials (i.e. appliances, plastic bags, metal, glass, paint cans, etc.) are to be removed by the Contractor and hauled to the appropriate area at the facility. The City will manage disposal of such items.

3. The Contractor shall provide all labor and equipment necessary to complete the required tasks. Equipment used to turn windrows must be capable of completely turning each windrow inside out to maximize aeration. Formed windrows shall be turned every six (6) weeks at minimum.

4. The contractor shall respond on-site to a request to process feedstock and/or address issues associated with the composting process within ten (10) working days, or as acceptable by city representatives following a telephone or email request.

5. The Contractor is required to produce a quality compost product meeting the minimal standards as established by Iowa Administrative Code 567 Chapter 105.3

(10). The City will be responsible for collecting samples of the finished product to be analyzed.

6. The Contractor will be tasked with screening finished compost, with a ¾" minus screen, and stockpiled at a predetermined location of the Compost Facility

7. The Contractor shall provide the above-described services to the City pursuant to a written contract. This contract also will allow for the City to negotiate with the Contractor for additional services related to this contract.

8. The Contractor shall comply with all legal and technical requirements regarding the services being provided.

Contractor Service Requirements for Large Wood Stockpile

1. The Contractor shall be responsible to grind existing large wood pile within two (2) years of execution of the Contract.
2. Material shall be ground to pass through a 5" minus screen
3. Large wood material accumulated upon commencement of Contract shall be considered part of normal contract operations.

City Requirements to the Contractor

1. City shall provide a permit, if required, and land for the management of yard waste and other acceptable organic materials to the Contractor during facility operating hours or by arrangement with the City's representative.

2. The City shall promote the acceptance criteria for its yard waste composting activity through community outreach methods.

3. The City will monitor the site, stockpile incoming vegetation and remove any non-conforming materials as identified to assist the Contractor as operational tempo permits.

4. City is not responsible for damage to Contractor equipment that may occur during the feedstock loading, grinding, windrowing and screening process.

5. The City may provide support for any facility changes, if desired and agreed to, by both parties.

6. The City will compensate the Contractor on a quarterly basis for services rendered.

Insurance Requirements

The contractor must obtain and maintain in force, at all times during the term of the service agreement, the insurance specified in **Exhibit C** of the contract. Certificates of Insurance must be provided to the City by the Contractor.

Bonding Requirements
No requirements.

Annual Reporting and Record Keeping Requirements
Reports and data to be generated through this agreement include:

1. Quarterly invoice for feedstock processing and compost operations
2. DNR Annual Composting Report to be submitted by the City
3. Compost Facility Inspection reports to be maintained by both City and Contractor
4. Daily, weekly, and monthly compost processing data collection log to be managed by Contractor with a copy stored with the City Representative
5. City to maintain a solid waste composting permit, if required
6. Contractor required to maintain permits for its property, if required.

## IV. TERM OF AGREEMENT

The term of the Agreement will be Thirty-six (36) months, from January 1, 2025, through December 31, 2027.

## V. PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be received no later than 2:00 p.m., August 15, 2024, at the Public Works Department. The proposals shall be submitted to:

City of Cedar Falls
Public Works Department
2200 Technology Parkway
Cedar Falls, IA 50613
Attn: Brian Heath, Operations & Maintenance Division Manager

Proposals may not be withdrawn for a period of sixty (60) days following opening.

Responses must contain the following information:

1. The official name, address, phone number, and email address of the company and its general manager.

2. List of subcontractors that will be engaged by the Contractor for this project. For each subcontractor, include name, address (including email address), phone number, and contact person.
3. Statement of Contractor experience as described in Section III – Scope of Services and a list of clients for whom the Contractor has provided similar services. Include name, address, phone/fax numbers, and contact person of each client.
4. Provide a detailed listing of equipment to be used during the execution of this scope of work. The listing is to include the make, model, year and type of equipment.
5. Completed cost proposal form to the City of Cedar Falls for charges per unit to load, transport, and process.
6. Provide a compliance history for the previous three years with all applicable environmental regulatory requirements established by federal, state, and local governmental authorities with programs that the Contractor has been involved with. Please provide a list of any permits the proposer may hold.
7. Completed Attachment A - Cost Proposal.
8. Proof of insurance as required in the attached Exhibit C.
9. A draft Agreement is provided as part of this RFP. This draft Agreement must be returned as part of the Proposal with all written comments, exceptions, and proposed alternative language from the Proposer clearly indicated on a marked copy of the Agreement. DO NOT provide comments via a separate document. PUT COMMENTS DIRECTLY on the draft provided. If exceptions are taken, alternate language acceptable to the Proposer must be provided. In reviewing and evaluating the proposals, the City will take into consideration the number of exceptions to the conditions set forth in the draft Agreement, as well as any additional language recommended by the Proposer. If all the draft Agreement's language is acceptable, the Proposer must provide a written comment to that effect. The failure of the Proposer to provide any written comment or acknowledgment of acceptance of the conditions of the draft Agreement may be considered nonresponsive to the RFP and his/her proposal may not be accepted.
10. Faxed and/or emailed bid proposals will not be accepted.

## VI. SELECTION PROCESS

Proposals will be evaluated based upon written responses to the RFP, respondent's qualifications, past work identified, and proposed fees. The City may schedule a facility inspection, with an hour's notice, to a limited number of Proposers. The City of Cedar Falls reserves the right to accept the proposal which, in its sole and absolute judgment, is the most responsible and best bid. The City reserves the right to reject any and all proposals and alternatives, and to waive or disregard irregularities or informalities in any proposal, as it may deem in its best interest.

### Selection Criteria

Selection of a contractor will be based upon the following:

- The qualifications and experience of the contractor.

- The contractor's demonstrated ability to provide services in a timely manner.
- Suitability of the contractor's equipment and personnel to meet the City's loading, transport, processing, and recovery/disposal needs.
- Possession of proper registrations, insurance certifications, licenses, and permits.
- Adherence to applicable state and federal regulations, noting last three-year compliance history.
- The proposed cost of the contract services.
- The conciseness and accuracy of the proposal; and,
- Possible inspection by City staff of contractor's related facilities

The City anticipates selection will occur and negotiations will be completed by September 16th, 2024. The successful contractor shall commence work within 30 days of the Contract start date of January 1st, 2025. All proposers will be notified in writing regarding the results of the selection process.

Terms and conditions of a contract must be mutually agreed upon following evaluation, optional site visit, and selection. Failure of the parties to reach agreement on a contract will result in no final award being made to the selected proposer.

## VII. PROPOSAL QUESTIONS AND ANSWERS

Any questions concerning this proposal, or other technical questions, please submit to the Operations & Maintenance Division Manager. The City has used considerable efforts to ensure an accurate representation of information in this RFP. Each proposer is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (email). From the date of issuance of the RFP until final action, the proposer shall not discuss the RFP with or contact any other City staff except as expressly authorized by the Operations & Maintenance Division Manager. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the firm's proposal.

Direct questions regarding this RFP to:

Brian Heath, Operations & Maintenance Division Manager
Public Works Department
2200 Technology Parkway
Cedar Falls, IA 50613
(319) 268-5575
Brian.heath@cedarfalls.com

**Exhibit B**
**Cost Proposal**

Company Name: T4W Grinding

The undersigned proposes to provide services to manage yard waste and other select organic materials through composting at the City's Yard Waste Compost area for the following cost(s).

**Yard Waste Composting Site Operations Service**

**Services as Required by the Scope of Work**

| | |
|---|---|
| **Annual Lump Sum Cost (based on 60,000 CY)** | $ 200,000 |
| **Excess debris beyond 60,000 CY due to storm damage** | $ 650 / hour |
| **2" grinding and screening of wood mulch** | $ 900 / hour |
| **Large Logs and woody vegetation (N side of facility) Existing pile to be completed within 2 years of contract execution date** | $ 650 / hour |

I have reviewed the draft agreement and (Check one):
- ☐ Agree with the draft agreement and have no comments
- ☐ Have placed comments and alternative suggestions for consideration

Date: 9-13-2024

Proposer's Address: T&W GRINDING
P.O. Box 254 Delhi, IA 52223

Representative's Name: Philip Thuman

Title: owner

Contact Phone Number: 563-608-9168

TEW GRINDING Does NOT charge mobilization charge unless specifically Requested.

This contract will have no Fuel charge unless OFFRoad Fuel goes over 4.00 Per gallon.

TEW GRINDING grinders are capable of Average 300 CY per hour of MATERIAL estimated 60,000 CY, That equals 200 hrs OF Grinding estimated per year at $650 hr equals $130,000.

TEW Grinding screen is capable of 200 cy of composted material on average per hr. @ Y2 with Cedar Falls estimated 60,000 cy Reduced by 30% Ground material equals 42,000 cy to be screened at 200 cy per hour equals 210 hrs at $350. hr the estimated price is $73,500.

Based on Cedar Falls 60,000 CY, TEW GRINDING By The hour price will be $203,500 estimated. This contract will be written for 200,000.

**Page left blank intentionally for alternative suggestions**

GRINDERS

2006 MORBARK 4600 XLT 900 HP

2010 MORBARK 4600 XL 1050 HP

2006 BEAST Bandit 4680 1000 HP

Screen

2012 Komptech L3

Loaders

5 Doosan Front Loaders

Xcavators

2015 Doosan 235

2000 Hitachi 200 with 40 Ton Vail Shear

2005 Doosan 400 with 72 Ton Shear

TO BREAK Down ANY size LOG

Turner

SCAT single Pass Turner

TURN Paige

# TEW GRINDING References

City of Dubuque
925 Kerper court
Dubuque, IA 52001

Joe
563-513-5395

City of Decorah
400 Claiborne DRIVE
P.O. Box 138
Decorah, IA 52101

Sam
563-277-5153
563-379-2190

City of Manchester
208 EAST MAIN Street
Manchester, IA 52057

Jason
563-920-8484

City of Mason City
10 First St. N.W.
Mason City, Iowa 50401

Joe
641-420-0944

City of Waverly
P.O. Box 616
Waverly, IA 50677

Kenny
319-269-3167

City of Dyersville
340 1st Ave EAST
Dyersville, IA 52040

TIM
563-543-3446

City of Cedar Falls
2200 Technology Parkway
Cedar, Falls, IA 50613

BRIAN
319-240-2899

**Page left blank intentionally for alternative suggestions**

**COMPOST FACILITY MANAGEMENT SERVICES**
**Cedar Falls, Iowa**
**Exhibit C**

03-27-2019

## INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.

2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.

3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:

   a) Commercial General Liability policy is primary and non-contributing
   b) Commercial General Liability additional insured endorsement – See Exhibit 1
   c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

- Governmental Immunity endorsement identical or equivalent to form attached.

- Additional Insured Requirement – See Exhibit 1.
  The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

  Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* <u>and</u> ISO CG 20 37 07 04**

  * ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

  ** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

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

***Completion Checklist***

- ❑ Certificate of Liability Insurance (2 pages)
- ❑ Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- ❑ Additional Insured CG 20 10 07 04
- ❑ Additional Insured CG 20 37 07 04
- ❑ Governmental Immunities Endorsement

# EXHIBIT 1 – INSURANCE SCHEDULE

**General Liability (Occurrence Form Only):**

Commercial General Liability

| | |
|---|---|
| General Aggregate | $2,000,000 |
| Products-Completed Operations Aggregate Limit | $2,000,000 |
| Personal and Advertising Injury Limit | $1,000,000 |
| Each Occurrence Limit | $1,000,000 |
| Fire Damage Limit (any one occurrence) | $ 50,000 |
| Medical Payments | $ 5,000 |

**Automobile**: *(Combined Single Limit)* $1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A

Employers Liability:

| | |
|---|---|
| Each Accident | $ 500,000 |
| Each Employee – Disease | $ 500,000 |
| Policy Limit – Disease | $ 500,000 |

**Umbrella:** $3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** $1,000,000

## CITY OF CEDAR FALLS, IOWA
## ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

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

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

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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
Your Insurance Agency
123 Main Street
Anytown, IA 00000

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Carrier should reflect rating of A-, VIII or better | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Business Name
123 Main Street
Anytown, IA 0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC | X | X | Policy Number | 01/01/2015 | 01/01/2016 | EACH OCCURRENCE | $ | 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 100,000 |
| | | | | | | | MED EXP (Any one person) | $ | 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | | | | | | | | $ | |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | X | X | Policy Number | 01/01/2015 | 01/01/2016 | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| | | | | | | | | $ | |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | X | | Policy Number | 01/01/2015 | 01/01/2016 | EACH OCCURRENCE | $ | 3,000,000 |
| | | | | | | | AGGREGATE | $ | 3,000,000 |
| | | | | | | | | $ | |
| | | | | | | | | $ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below | N/A | X | Policy Number | 01/01/2015 | 01/01/2016 | [X] WC STATU-TORY LIMITS [ ] OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 500,000 |
| | Errors & Omissions | | | Policy Number | 01/01/2015 | 01/01/2016 | Each Occurence | | $1,000,000 |

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

City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CG 25 03 03 97

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

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Designated Construction Projects: |
|---|
| |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION **I**), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): |
|---|
| |
| **Location(s) Of Covered Operations** |
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Brett Armstrong, EI, Civil Engineer II

**DATE:** September 16th, 2024

**SUBJECT:** Professional Services Agreement
Strand Associates Inc.
2023 Stormwater Planning Project
City Project Number: ST-000-3306
Supplemental Agreement No. 1

Submitted within for City Council approval is the Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Cedar Falls and Strand Associates Inc. for the 2023 Storm Water Planning Project. This Supplemental Agreement provides for continued professional services to complete the study based off the gathered storm infrastructure data. The consultant will continue to perform data analysis, create models of our existing storm water infrastructure, and identify future Capital Improvement Projects to solve drainage problems within our current infrastructure. Compensation for the services equate to an additional amount of $17,800 and extend the project to a completion date of March 31, 2025.

The City of Cedar Falls entered into a Professional Services Agreement with Strand Associates Inc. for the 2023 Stormwater Planning Project on June 6th, 2023. The project will be funded by the Storm Water Fund and Federal Grant Funding.

The Engineering Division of the Public Works Department requests your consideration and approval of this Supplemental Agreement No. 1 with Strand Associates Inc. for the 2023 Stormwater Planning Project.

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

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

STRAND ASSOCIATES®
Excellence in Engineering℠

**Strand Associates,**
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

# Transmittal Letter

DATE: August 26, 2024 PROJECT NO. 7273.001

COMPANY NAME: City of Cedar Falls
ATTENTION: Brett Armstrong, EI
ADDRESS: 220 Clay Street
CITY/STATE/ZIP: Cedar Falls, IA 50613
RE: 2023 Stormwater Planning-Amendment No. 1 to the Professional Services Agreement

WE ARE SENDING YOU:

- ☒ Agreement
- ☐ Contract
- ☐ Letter
- ☐ Report
- ☐ Shop Drawings
- ☐ Change Order
- ☐ Drawings
- ☐ Pay Apps
- ☐ Samples
- ☐ Specifications
- ☐ Other

| Copies | Date | No. | Description |
|---|---|---|---|
| 2 | | | 2023 Stormwater Planning-Amendment No. 1 to the Professional Services Agreement |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

ITEMS TRANSMITTED AS SHOWN:

- ☐ For approval
- ☐ For your use
- ☐ As requested
- ☐ For review and comment
- ☐ Other
- ☐ Approved as submitted
- ☐ Approved as noted
- ☐ Approved as noted–Resubmit
- ☐ Not Approved
- ☐ Resubmit _____ copies for approval
- ☐ Submit _____ copies for distribution
- ☐ Additional Information Required
- ☒ For signature

REMARKS:

Brett-Attached are two hard copies of Amendment No. 1 to the Professional Services Agreement with original signatures by Strand. Please sign both hard copies, retain one fully-executed hard copy for your records, and send one fully-executed hard copy back to Strand for our records. We look forward to bringing this project to completion with you.

Signed Jon H. Lindert
Jon H. Lindert, P.E., LEED AP

Copy to: File

S:\MAD\7200–7299\7273\001\Project Mgmt\Agreements\Amendment\Transmittal to Cedar Falls 2023 SW Planning-Amendment 1.docx

C·E·D·A·R F·A·L·L·S Iowa

**DEPARTMENT OF PUBLIC WORKS**

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PRKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

# AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

## 2023 Stormwater Planning
## Cedar Falls, Iowa
## City Project Number: ST-000-3306

**This is Amendment No. 1 made to the Professional Services Agreement** by and between Strand Associates, Inc.® ("CONSULTANT") and the City of Cedar Falls, Iowa ("CLIENT"), dated June 6, 2023.

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree to the following modifications:

Under Item **I. SCOPE OF SERVICES**,

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the modified Scope of Services set forth in Amendment No. 1 to Exhibit A attached hereto.

Under Item **VI. COMPENSATION AND TERMS OF PAYMENT**, CHANGE Two hundred seventy five thousand dollars to "Two hundred ninety two thousand eight hundred dollars" and both instances of $275,000 to "$292,800," and ADD the following table:

| "Item | Compensation |
|---|---|
| Four additional meetings | $ 4,900 |
| Sixteen occasions of additional coordination | $ 6,600 |
| Additional engineering resulting from schedule extension | $ 6,300 |
| Total Addition | $17,800 " |

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year written below.

**APPROVED FOR CLIENT**

**CITY OF CEDAR FALLS, IOWA**

Danny Laudick, Mayor

Date: _____

**APPROVED FOR CONSULTANT**

**STRAND ASSOCIATES, INC.®**

Joseph M. Bunker, Corporate Secretary

Date: 8/23/24

**Amendment No. 1 to Exhibit A**

**2023 Stormwater Planning**
**Cedar Falls, Iowa**
**City Project Number ST-000-3306**

Under **Scope of Services** ADD the following:

"Additional Services

1. Provide preparation, meeting attendance, and meeting summaries for four additional meetings on July 23, 2023; August 29, 2023; January 4, 2024; and July 15, 2024 related to coordination with CLIENT seeking to obtain CLIENT-provided data originally due June 16, 2023.

2. Provide coordination, data review, GIS figure(s) representing missing data, and email, as appropriate, on 16 occasions on June 9, 2023; June 12, 2023; July 12, 2023; July 19, 2023; July 26, 2023; September 5, 2023; November 3, 2023; December 13, 2023; December 20, 2023; March 11, 2024; April 17, 2024; April 23, 2024; May 14, 2024; May 22, 2024; June 21, 2024; and July 19, 2024 related to coordination with CLIENT seeking to obtain CLIENT-provided data originally due June 16, 2023.

3. Provide additional project engineering services resulting from schedule extension."

Under **Schedule** CHANGE March 29, 2024, to "March 31, 2025."

C·E·D·A·R F·A·L·L·S Iowa

**DEPARTMENT OF PUBLIC WORKS**

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PRKWY
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FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

# AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

## 2023 Stormwater Planning
## Cedar Falls, Iowa
## City Project Number: ST-000-3306

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**APPROVED FOR CLIENT**

**CITY OF CEDAR FALLS, IOWA**

Danny Laudick, Mayor

Date: _____

**APPROVED FOR CONSULTANT**

**STRAND ASSOCIATES, INC.®**

Joseph M. Bunker, Corporate Secretary

Date: 8/23/24

**Amendment No. 1 to Exhibit A**

**2023 Stormwater Planning**
**Cedar Falls, Iowa**
**City Project Number ST-000-3306**

Under **Scope of Services** ADD the following:

"Additional Services

1. Provide preparation, meeting attendance, and meeting summaries for four additional meetings on July 23, 2023; August 29, 2023; January 4, 2024; and July 15, 2024 related to coordination with CLIENT seeking to obtain CLIENT-provided data originally due June 16, 2023.

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3. Provide additional project engineering services resulting from schedule extension."

Under **Schedule** CHANGE March 29, 2024, to "March 31, 2025."

# 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:** September 9, 2024

**SUBJECT:** Katoski Drive Box Culvert Replacement
City Project Number: BR-265-3261
Permanent and Temporary Easements

The City of Cedar Falls is planning to replace the existing bridge on Katoski Drive east of Cedar Heights Drive over the Branch Black Hawk Creek with a new double box concrete culvert. The project will require the acquisition of temporary and permanent easements to complete the work. The owner of the properties has accepted our offer and is shown below.

| Parcel # | Property Owner | Street Address | Temporary Easement | Permanent Easement |
|---|---|---|---|---|
| 1 | Marco Properties, LLC | 6000 Douglas Ave., Ste. 210, Des Moines, IA | X | X |
| 2 | Marco Properties, LLC | 6000 Douglas Ave., Ste. 210, Des Moines, IA | X | X |

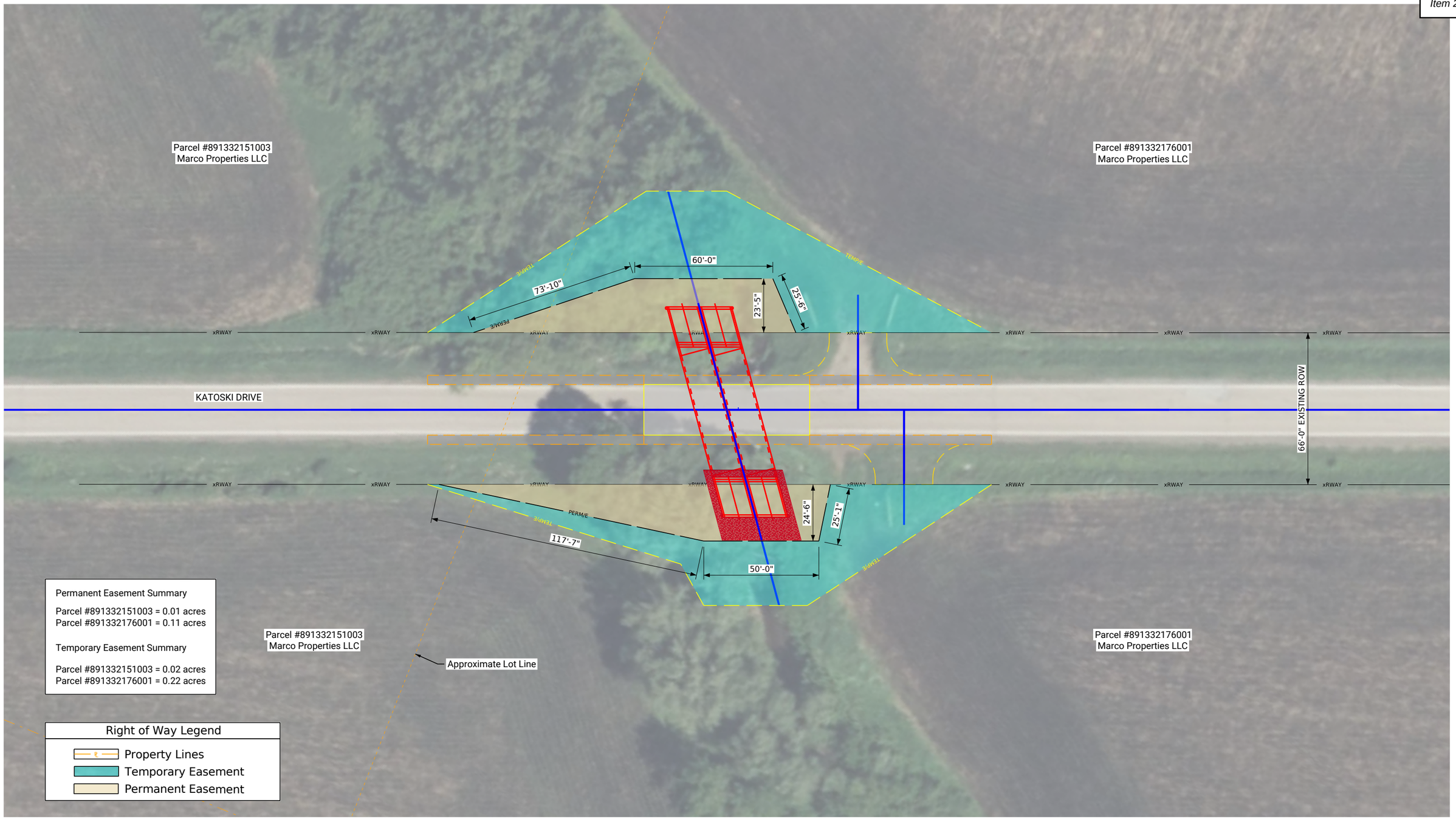
Attached is the map that identifies the location of this property. Also attached is the individual Easement Agreements for the new easements and the documentation.

The City has used Storm Water Funds, General Obligation Funds and Local Option Sales Tax for the design and right of way portion of this project. The City entered into a Professional Service Agreement with Foth Infrastructure & Environmental, LLC of Cedar Rapids, Iowa, on January 16, 2024, for design and property acquisition services for the project. If approved, staff will prepare the necessary documents and will complete the acquisition process for the parcel

Staff recommends that the City Council state their support in the form of a resolution approving the easement acquisition and authorizing the Mayor to execute the agreements for the Katoski Drive Box Culvert Replacement Project.

xc: Chase Schrage, Director of Public Works
Kevin Rogers, City Attorney
Lisa Roeding, City Controller/Treasurer


Project Location
Green Creek Rd
Prairie Pkwy
Shooting Star Way
Unity Point Clinic
Caraway Ln
Prairie View Rd Trail
Prairie Pkwy
Brandlynn Blvd
Viking Rd Trail
E Viking Rd
Cedar Heights Dr
Luke St
Edgewood Dr
Central MS
Katoski Dr
Huntington Rd
Huntington Rd
Scott Ave
Lark Ln
Prairie St
Green Creek
Cedar Heights Dr
Katoski Dr
Martin Rd
Katoski Greenbelt
Deere Rd
Martin Rd
W Ridgeway Ave
W Ridgeway Ave
W Ridgeway Ave
Athens Dr
Cyclone Dr
Cyclone Dr
Mamie Ave
Unity Point
Cedar Valley
Soccer Complex
Dewitt Rd




CEDAR FALLS Iowa

Foth

DRAWN: S. DILLAVOU

CHECKED: S. INGERSOLL

# KATOSKI DRIVE BRIDGE REPLACEMENT OVER BRANCH BLACK HAWK CREEK CITY PROJECT NO.: BR-265-3261

40 0 20 40 80

SCALE: 1"= 40'

PCL 1

# CITY OF CEDAR FALLS
# OWNER PURCHASE AGREEMENT

**Property Address:** SWNW 32-89N-13W exc S208' of N2297' of W 208'
**Parcel Number:** 1
**Project Number:** 240017-00

**County Tax Parcel No:** 891332151003
**Project Name:** Katoski Drive Bridge

**THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_, by and between Marco Properties, LLC, an Iowa limited liability company, Seller, and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

   See Attached Permanent Easement Plat
   See Attached Temporary Easement Plat

   together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. 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 identified above ("Project").

3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance | Date |
|---|---|---|
| $ _____ | on right of possession | _____ |
| $ _____ | on conveyance of title | _____ |
| $ _____ | on surrender of possession | _____ |
| $ 929.50 | on possession and conveyance | 60 days after Buyer approval |
| $ 929.50 | TOTAL LUMP SUM | |

BREAKDOWN: ac. = acres sq. ft. = square feet

| | | | |
|---|---|---|---|
| Land by Fee Title | _____ | sq. ft. | $_____ |
| Underlying Fee Title | _____ | sq. ft. | $_____ |
| Permanent Easement | 2,344 | sq. ft. | $590.00 |
| Temporary Easement | 6,258 | sq. ft. | $255.00 |
| Buildings | | | $_____ |
| Other (10% Administrative Settlement) | | | $ 84.50 |

4. Seller grants to the City a Permanent Easement and Temporary Easement as shown on the attached Permanent Easement Plat and Temporary Easement Plat. Seller also agrees to execute a Permanent Easement Agreement and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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, Iowa, unless a different date is specified in Paragraph 3 above. 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 and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

_____.

9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.

10. 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: Marco Properties, LLC

X _____ 8/22/24
Date

By: _____

Title: Authorized Signer

X _____
Date

By: _____

Title: _____

State of Iowa

County of Polk

This record was acknowledged before me on the 22 day of August, 2024, by LeMar Koethe for Marco Properties LLC.

Janice Scavo
Signature of notarial officer

12/8/26
Commission Expires

JANICE SCAVO
Commission Number 852599
My Commission Expires
December 8, 2026

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:

_____

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 Marco Properties, LLC, an Iowa limited liability company ("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 Temporary Easement Exhibit 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 is located. 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 the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:
Marco Properties, LLC

X _____ X _____

By: _____ By: _____

Title: Authorized Signer Title: _____

State of Iowa )

County of Polk )

This record was acknowledged before me on this 22 day of August, 2024 by LeMar Koethe as Authorized Signer of Marco Properties, LLC.

Signature of notarial officer

Stamp

JANICE SCAVO
Commission Number 852599
My Commission Expires
December 8, 2026

[ ]
Title of Office

[My commission expires: 12/8/26]

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:
_____

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 01-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
KATOSKI DRIVE BRIDGE REPLACEMENT
PARCEL 01

## LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

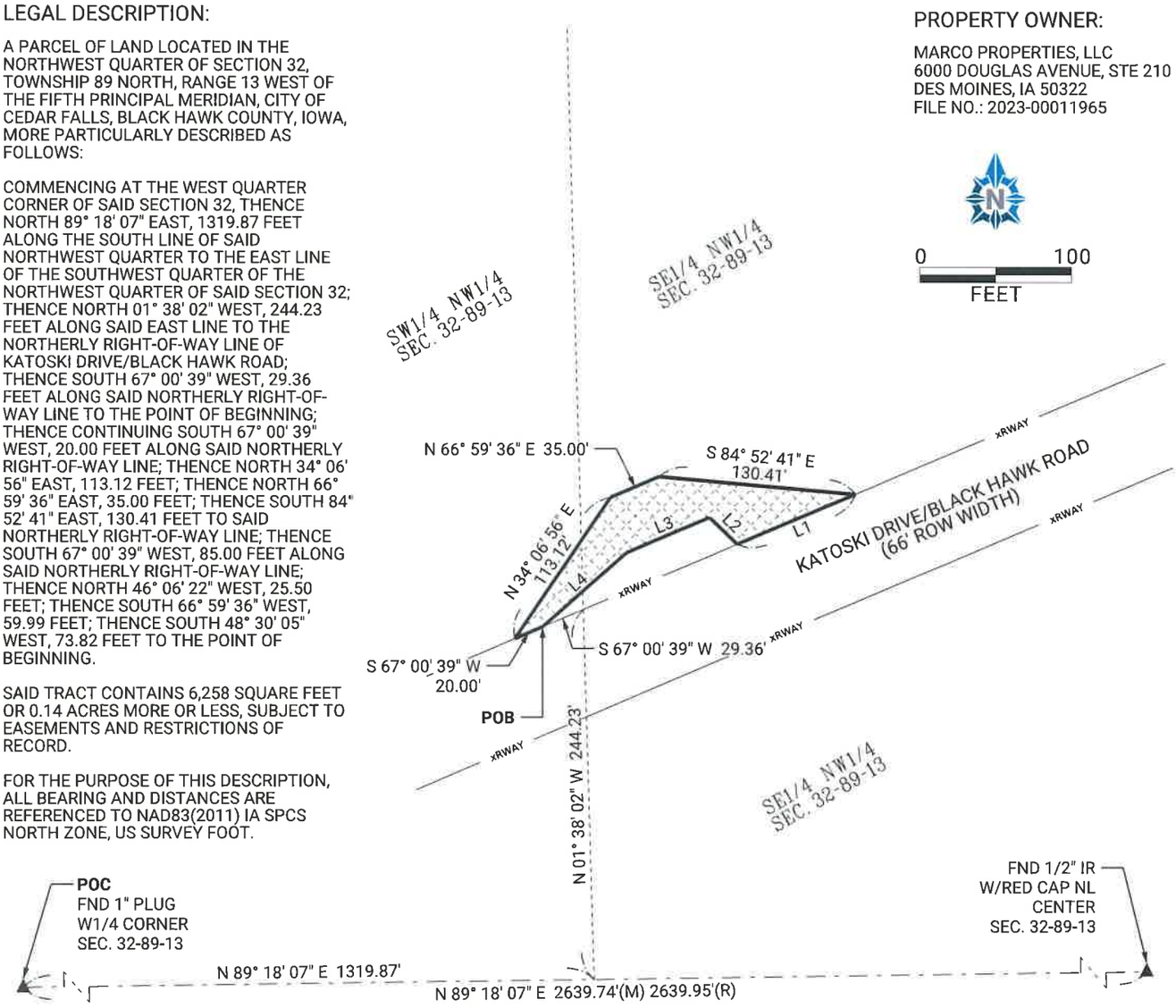
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 32, THENCE NORTH 89° 18' 07" EAST, 1319.87 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 01° 38' 02" WEST, 244.23 FEET ALONG SAID EAST LINE TO THE NORTHERLY RIGHT-OF-WAY LINE OF KATOSKI DRIVE/BLACK HAWK ROAD; THENCE SOUTH 67° 00' 39" WEST, 29.36 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 67° 00' 39" WEST, 20.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 34° 06' 56" EAST, 113.12 FEET; THENCE NORTH 66° 59' 36" EAST, 35.00 FEET; THENCE SOUTH 84° 52' 41" EAST, 130.41 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 67° 00' 39" WEST, 85.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 46° 06' 22" WEST, 25.50 FEET; THENCE SOUTH 66° 59' 36" WEST, 59.99 FEET; THENCE SOUTH 48° 30' 05" WEST, 73.82 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 6,258 SQUARE FEET OR 0.14 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

## PROPERTY OWNER:

MARCO PROPERTIES, LLC
6000 DOUGLAS AVENUE, STE 210
DES MOINES, IA 50322
FILE NO.: 2023-00011965




LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD (UNLESS NOTED)
- ○ SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℄ PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 85.00' | S67°00'39"W |
| L2 | 25.50' | N46°06'22"W |
| L3 | 59.99' | S66°59'36"W |
| L4 | 73.82' | S48°30'05"W |

FIELD SURVEY COMPLETED: FEBRUARY 2024

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 24C017-00 DATE: 4/10/2024

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 ❖ Cedar Rapids, IA 52401-1931
❖ Phone: 319-365-9565 ❖

SHEET
1 OF 1

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

# STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

Marco Properties, LLC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached (the "Easement Area").

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining City storm sewer infrastructure as well as for the purpose of discharge and drainage from City storm sewer infrastructure through and across the Easement Area into natural waterways and other drainage areas.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or

to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Storm Sewer and Drainage Easement Agreement on this 22 day of August, 2024

Marco Properties, LLC

Grantor

By:
Its: Authorized Signer

Grantor

By:
Its:

STATE OF Iowa )
) ss:
COUNTY OF Polk )

This record was acknowledged before me on this 22 day of August, 2024 by LeMar Koethe as Authorized Signer of Marco Properties.

JANICE SCAVO
Commission Number 852599
My Commission Expires
December 8, 2026

Notary Public in and for the State of

ACCEPTANCE OF STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Storm Sewer and Drainage Easement Agreement.

Dated this _____ day of _____, 20__.

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC, City Clerk

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

I, Kim Kerr, CMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Storm Sewer and Drainage Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20__.

Notary Public in and for the State of Iowa

| Index Legend | |
|---|---|
| Location: | NW1/4, Section 32, Township 89N, Range 13W |
| | |
| Requestor: | City of Cedar Falls |
| Proprietor: | Marco Properties, LLC |
| Surveyor: | Wesley Shimp |
| Surveyor Company: | Foth Infrastructure & Environment, LLC |
| Return To: | 411 6th Avenue SE, Suite 400<br>Cedar Rapids, IA 52401 \| (319) 365-9565 |

Item 21.

# PERMANENT EASEMENT

EXHIBIT 01-P

PERMANENT STORM SEWER & DRAINAGE EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
KATOSKI DRIVE BRIDGE REPLACEMENT
PARCEL 01

## PROPERTY OWNER:

MARCO PROPERTIES, LLC
6000 DOUGLAS AVENUE, STE 210
DES MOINES, IA 50322
FILE NO.: 2023-00011965

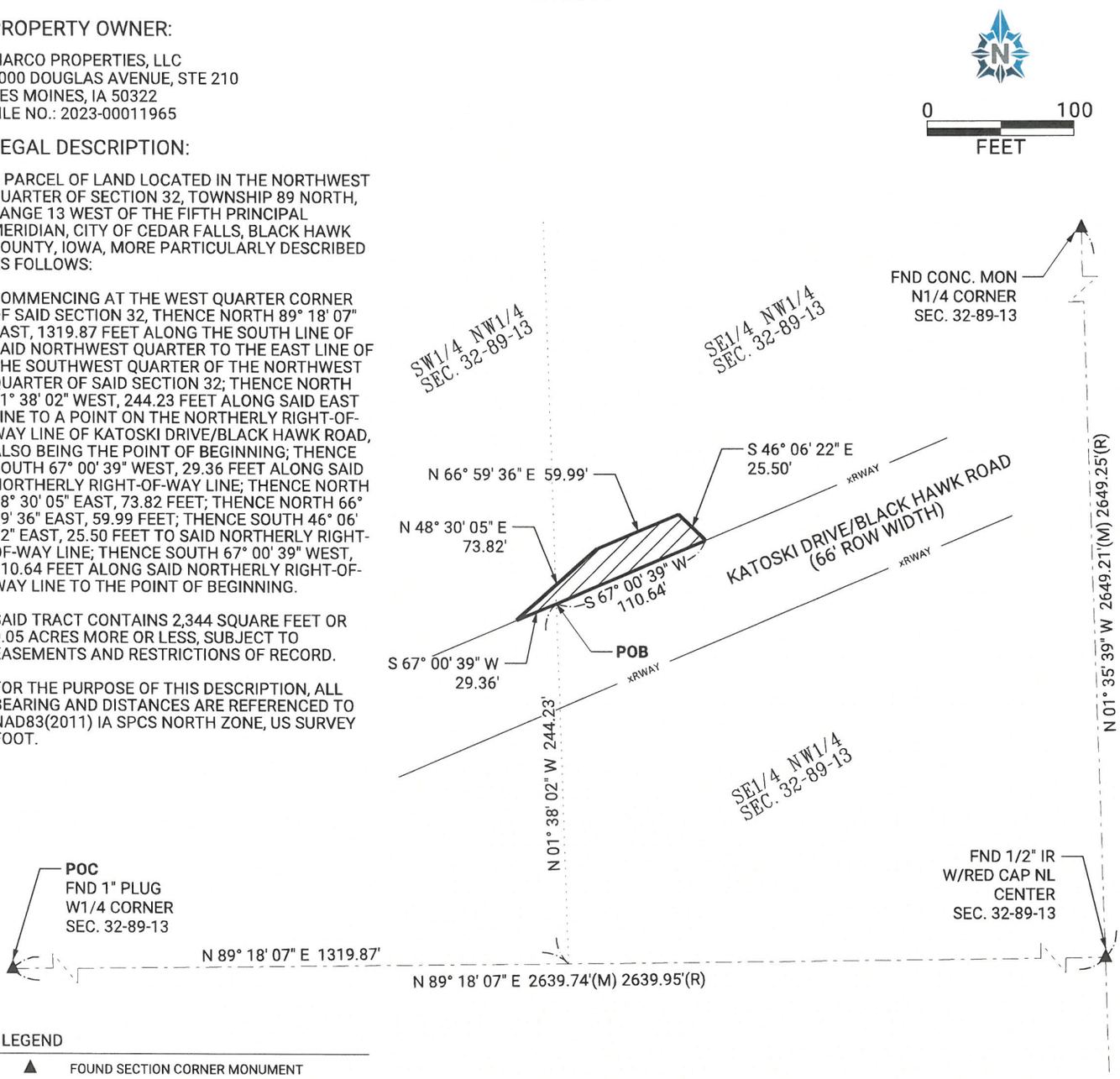
## LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 32, THENCE NORTH 89° 18' 07" EAST, 1319.87 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 01° 38' 02" WEST, 244.23 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF KATOSKI DRIVE/BLACK HAWK ROAD, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 67° 00' 39" WEST, 29.36 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 48° 30' 05" EAST, 73.82 FEET; THENCE NORTH 66° 59' 36" EAST, 59.99 FEET; THENCE SOUTH 46° 06' 22" EAST, 25.50 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 67° 00' 39" WEST, 110.64 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,344 SQUARE FEET OR 0.05 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.




LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD (UNLESS NOTED)
- O SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℄ PROPERTY LINE
- PERMANENT STORM SEWER & DRAINAGE EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2024

LICENSED PROFESSIONAL LAND SURVEYOR
WESLEY F. SHIMP
24243
IOWA

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.

Wesley Shimp 9/9/2024
WESLEY F. SHIMP, P.L.S. DATE
License Number: 24243
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal:
1 of 1

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 24C017-00 DATE: 9/9/2024

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 ❖ Cedar Rapids, IA 52401-1931
❖ Phone: 319-365-9565 ❖

SHEET
1 OF 1

# CITY OF CEDAR FALLS
# OWNER PURCHASE AGREEMENT

**Property Address:** SE NW 32-89N-13W exc Rd
**Parcel Number:** 2
**Project Number:** 240017-00

**County Tax Parcel No:** 891332176001
**Project Name:** Katoski Drive Bridge

**THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_, by and between Marco Properties, LLC, an Iowa limited liability company, Seller, and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

   See Attached Permanent Easement Plat
   See Attached Temporary Easement Plat

   together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. 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 identified above ("Project").

3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance | Date |
|---|---|---|
| $ _____ | on right of possession | _____ |
| $ _____ | on conveyance of title | _____ |
| $ _____ | on surrender of possession | _____ |
| $ 929.50 | on possession and conveyance | 60 days after Buyer approval |
| $ 929.50 | TOTAL LUMP SUM | |

| BREAKDOWN: ac. = acres | | sq. ft. = square feet | |
|---|---|---|---|
| Land by Fee Title | _____ | sq. ft. | $ _____ |
| Underlying Fee Title | _____ | sq. ft. | $ _____ |
| Permanent Easement | 2,701 | sq. ft. | $680.00 |
| Temporary Easement | 4,102 | sq. ft. | $165.00 |
| Buildings | | | $ _____ |
| Other (10% Administrative Settlement) | | | $ 84.50 |

4. Seller grants to the City a Permanent Easement and Temporary Easement as shown on the attached Permanent Easement Plat and Temporary Easement Plat. Seller also agrees to execute a Permanent Easement Agreement and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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, Iowa, unless a different date is specified in Paragraph 3 above. 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 and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

   _____.

9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.

10. 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: Marco Properties, LLC

X _____ 8/23/24 Date

By: _____

Title: Authorized Signer

X _____ Date

By: _____

Title: _____

State of Iowa

County of Polk

This record was acknowledged before me on the 23 day of August, 2024, by LeMar Koethe.

Janice Scavo
Signature of notarial officer

12/8/26
Commission Expires

NOTARIAL SEAL IOWA
JANICE SCAVO
Commission Number 852599
My Commission Expires
December 8, 2026

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:

_____

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 Marco Properties, LLC, an Iowa limited liability company ("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 Temporary Easement Exhibit 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 is located. 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 the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:
Marco Properties, LLC

X _____
By: Marco Properties LLC
Title: Authorized Signer

X _____
By: _____
Title: _____

State of Iowa )
County of Polk )

This record was acknowledged before me on this 23 day of August, 2024, by LeMar Koethe as Authorized Signer of Marco Properties, LLC.

Signature of notarial officer

Stamp

NOTARIAL SEAL IOWA
JANICE SCAVO
Commission Number 852599
My Commission Expires
December 8, 2026

[ ]
Title of Office

[My commission expires: 12/8/26 ]

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:
_____

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 02-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
KATOSKI DRIVE BRIDGE REPLACEMENT
PARCEL 02

## PROPERTY OWNER:

MARCO PROPERTIES, LLC
6000 DOUGLAS AVENUE, STE 210
DES MOINES, IA 50322
FILE NO.: 2023-00011965

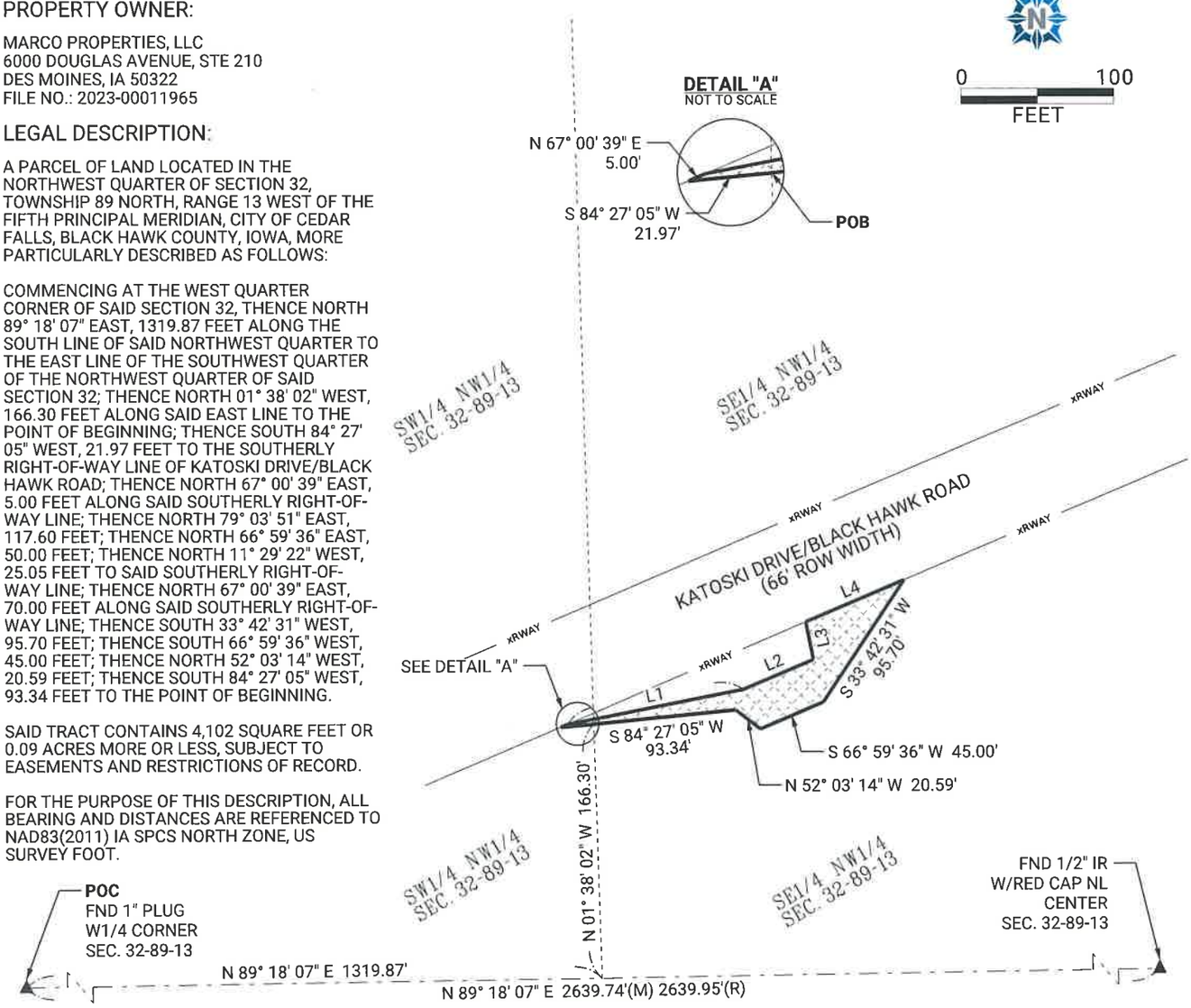
## LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 32, THENCE NORTH 89° 18' 07" EAST, 1319.87 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 01° 38' 02" WEST, 166.30 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; THENCE SOUTH 84° 27' 05" WEST, 21.97 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF KATOSKI DRIVE/BLACK HAWK ROAD; THENCE NORTH 67° 00' 39" EAST, 5.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 79° 03' 51" EAST, 117.60 FEET; THENCE NORTH 66° 59' 36" EAST, 50.00 FEET; THENCE NORTH 11° 29' 22" WEST, 25.05 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 67° 00' 39" EAST, 70.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 33° 42' 31" WEST, 95.70 FEET; THENCE SOUTH 66° 59' 36" WEST, 45.00 FEET; THENCE NORTH 52° 03' 14" WEST, 20.59 FEET; THENCE SOUTH 84° 27' 05" WEST, 93.34 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4,102 SQUARE FEET OR 0.09 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.




LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD (UNLESS NOTED)
- ○ SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℄ PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE

| LINE | LENGTH | BEARING |
|---|---|---|
| L1 | 117.60' | N79°03'51"E |
| L2 | 50.00' | N66°59'36"E |
| L3 | 25.05' | N11°29'22"W |
| L4 | 70.00' | N67°00'39"E |

FIELD SURVEY COMPLETED: FEBRUARY 2024

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 24C017-00 DATE: 4/10/2024

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 ❖ Cedar Rapids, IA 52401-1931
❖ Phone: 319-365-9565 ❖

SHEET
1 OF 1

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

# STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

Marco Properties, LLC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached (the "Easement Area").

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining City storm sewer infrastructure as well as for the purpose of discharge and drainage from City storm sewer infrastructure through and across the Easement Area into natural waterways and other drainage areas.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

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5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or

to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

**IN WITNESS WHEREOF,** Grantor and Grantee have executed this Storm Sewer and Drainage Easement Agreement on this 23 day of August, 2024

Marco Properties, LLC

Grantor

By: Lemar Koethe
Its: Authorized Signer

Grantor

By:
Its:

JANICE SCAVO
Commission Number 852599
My Commission Expires
December 8, 2026

STATE OF Iowa )
) ss:
COUNTY OF Polk )

This record was acknowledged before me on this 23 day of August, 2024, by LeMar Koethe as Authorized Signer of Marco Properties LLC.

SCAVO
852599
Expires
December 8, 2026

Notary Public in and for the State of IA

ACCEPTANCE OF STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Storm Sewer and Drainage Easement Agreement.

Dated this _____ day of _____, 20__.

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC, City Clerk

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

I, Kim Kerr, CMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Storm Sewer and Drainage Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20__.

Notary Public in and for the State of Iowa

| Index Legend | |
|---|---|
| Location: | NW1/4, Section 32, Township 89N, Range 13W |
| | |
| Requestor: | City of Cedar Falls |
| Proprietor: | Marco Properties, LLC |
| Surveyor: | Wesley Shimp |
| Surveyor Company: | Foth Infrastructure & Environment, LLC |
| Return To: | 411 6th Avenue SE, Suite 400<br>Cedar Rapids, IA 52401 \| (319) 365-9565 |

Item 21.

# PERMANENT EASEMENT

EXHIBIT 02-P

PERMANENT STORM SEWER & DRAINAGE EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
KATOSKI DRIVE BRIDGE REPLACEMENT
PARCEL 02

## PROPERTY OWNER:

MARCO PROPERTIES, LLC
6000 DOUGLAS AVENUE, STE 210
DES MOINES, IA 50322
FILE NO.: 2023-00011965

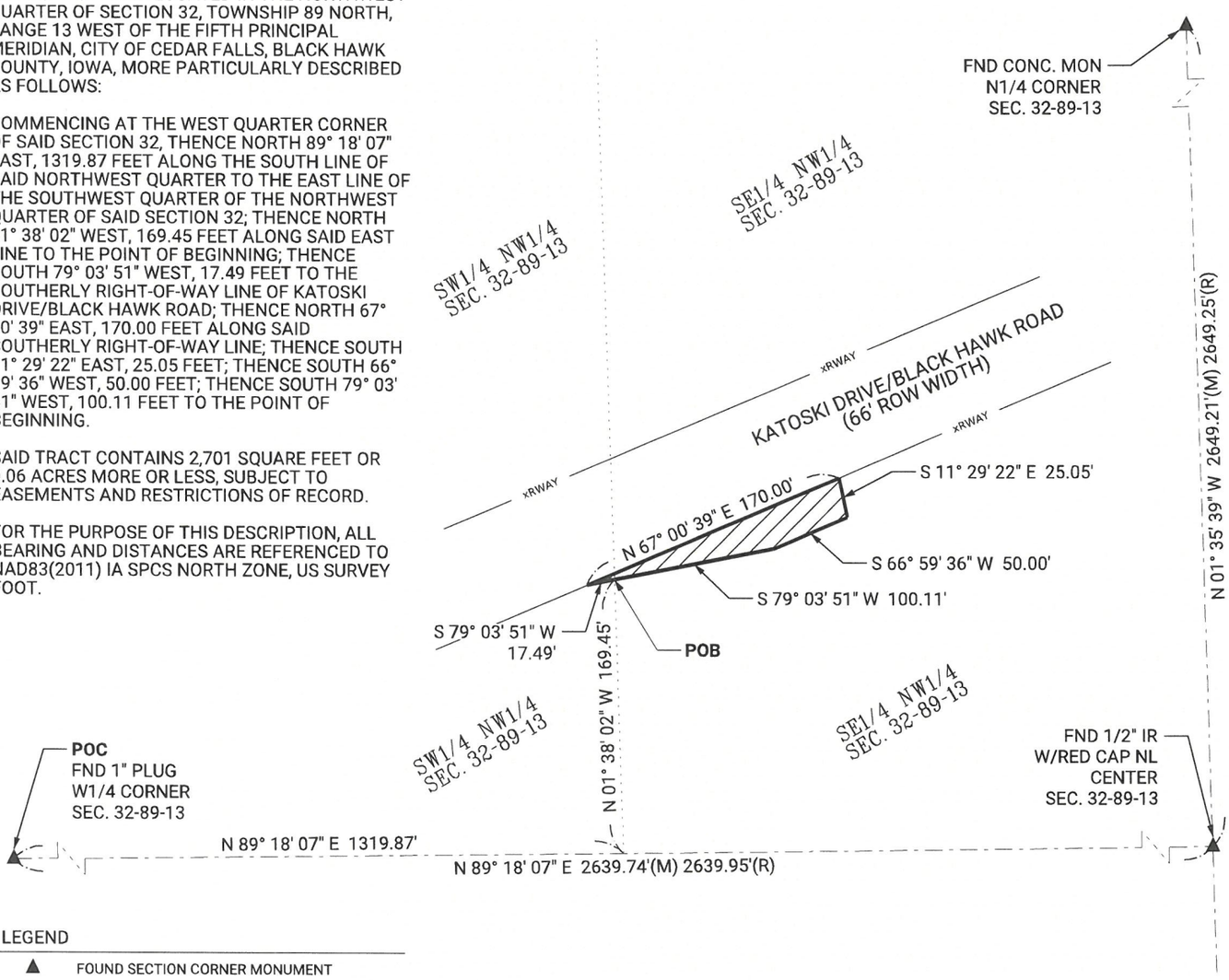
## LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 32, THENCE NORTH 89° 18' 07" EAST, 1319.87 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 01° 38' 02" WEST, 169.45 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; THENCE SOUTH 79° 03' 51" WEST, 17.49 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF KATOSKI DRIVE/BLACK HAWK ROAD; THENCE NORTH 67° 00' 39" EAST, 170.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 11° 29' 22" EAST, 25.05 FEET; THENCE SOUTH 66° 59' 36" WEST, 50.00 FEET; THENCE SOUTH 79° 03' 51" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,701 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.




LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD (UNLESS NOTED)
- O SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℄ PROPERTY LINE
- PERMANENT STORM SEWER & DRAINAGE EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2024

LICENSED PROFESSIONAL LAND SURVEYOR
WESLEY F. SHIMP
24243
IOWA

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.

Wesley Shimp 9/9/2024
WESLEY F. SHIMP, P.L.S. DATE
License Number: 24243
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal:
1 of 1

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 24C017-00 DATE: 9/9/2024

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 ✧ Cedar Rapids, IA 52401-1931
✧ Phone: 319-365-9565 ✧

SHEET
1 OF 1

**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:** September 16, 2024

**SUBJECT:** Professional Services Agreement, Snyder and Associates
Gibson Properties
City Project Number: SU-290-3345

Submitted within for City Council approval is the Professional Services Agreement between the City of Cedar Falls and Snyder and Associates which outlines the scope of services and costs for the development of Gibson Properties.

The enclosed agreement with Snyder and Associates provides for the concept plan and design for the construction of a new commercial park on the east side of Hudson Road between W. Ridgeway Ave. and Highway 20. The fees of this agreement are based on hourly rates and fixed expenses and shall not to exceed the total amount of $508,000.

The project will be initially paid for by Economic Development Funds then will be certified as TIF debt within the South Cedar Falls Urban Renewal Plan.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with Snyder and Associates for the Gibson Properties.

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

xc: Chase Schrage, Director of Public Works

CITY OF CEDAR FALLS, IOWA

PROFESSIONAL SERVICES AGREEMENT

SNYDER & ASSOCIATES, INC.

Project: Gibson Properties

City Project Number: SU-290-3345

This Agreement is by and between Snyder & Associates, Inc. ("Consultant") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Consultant or the City below.

1.0. Consultant's Services

1.1. Consultant's services shall consist only of those services and/or products provided or supplied by Consultant as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Consultant 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 Consultant and the City in writing. Any work performed or expenses incurred by the Consultant 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. Consultant shall assign qualified and experienced personnel to perform the Services, and Consultant hereby warrants to the City that Consultant 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, Consultant agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Consultant shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A".

1.5. Consultant warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Consultant has the complete right and full authority to convey ownership of the Services to the City.

1.6. The person signing this Agreement on behalf of the Consultant represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Consultant.

1.7. If requested by Consultant in writing, the City shall provide all criteria and information as to the City's requirements and furnish all existing studies, reports and other available data pertinent to the Services. Any additional reports, data or services required for the Services shall be the responsibility of the Consultant unless otherwise specified in the Scope of Services, Exhibit "A." Consultant shall be entitled to rely upon all information, data and the results of other services furnished by the City.

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 Consultant 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 Consultant within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Consultant, 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 Consultant 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, Consultant 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 Consultant, the Consultant may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Consultant 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 Consultant 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 Consultant 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, Consultant 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, Consultant shall execute any additional documents necessary for the City to perfect such ownership rights.

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

4.3. During the term of this Agreement and following completion or termination of the Agreement, the Consultant and any authorized Subconsultants 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 Consultant 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 Consultant 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 Consultant shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Consultant 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 Consultant.

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

6.3. Consultant shall be responsible for any and all damages to property or persons as a result of Consultants 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.

6.4. Consultant'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 Consultant. 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 Consultant's fault or breach.

7.0. Warranties – Intellectual Property.

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

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, Consultant (for purposes of this Section 9.0, includes employees, subConsultants, agents and others working on behalf of Consultant 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, and employees) 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 Consultant to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent acts or willful misconduct of the Consultant.

9.2. Consultant's duty of indemnification and to hold harmless includes, but is not limited to, Consultant'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. Consultant expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Consultant by reason of or in connection with the work and/or services provided by Consultant under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Consultant.

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.

9.5 The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and (collectively, Consultant) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Project.

10.0. Insurance.

Consultant 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. Consultant 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, subconsultants and others working on behalf of the Consultant under this Agreement do the same.

12.0. Independent Consultant.

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 Consultant, nor anyone acting on behalf of Consultant, has employed any person to solicit or procure this Agreement, nor will the Consultant make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Consultant 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 Consultant, nor anyone acting on behalf of Consultant, 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. Consultant 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. Consultant shall inform all subconsultants 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,

Consultant 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 Consultant 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 Consultant or any employee, officer or agent of Consultant, Consultant 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 Consultant or deducted from any sums yet due to Consultant.

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 Consultant without the prior written consent of the City. The benefits of this Agreement may inure to Consultant'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 Consultant's bid or quote and this Agreement, this Agreement shall prevail, even if the Consultant's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Consultant'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. Consultant 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. Consultant 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 Consultant 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 for Consulting Agreements.

24.1 If Consultant provides cost estimates to the City, the City acknowledges that Consultant has no control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction Consultants' methods of determining their prices. The City acknowledges and understands that any estimates, projections or opinions of probable project costs provided by Consultant are estimates only, made on the basis of Consultant's experience and represent Consultants reasonable judgment as a qualified professional. Consultant does not guarantee that proposals, bids or actual costs will not vary from the opinions of probable costs prepared by Consultant, and the City hereby waives any and all claims that it may have against Consultant as a result of any such variance.

24.2. Because this is a consulting agreement only, any necessary approvals and permits required from all governmental authorities having jurisdiction over the Services shall be obtained by the City at the City's cost.

24.3. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of federal or state safety requirements in connection with construction work performed by the City's construction Consultants. Nor shall Consultant be responsible for the supervision of the City's construction Consultants, subconsultants or of any of their employees, agents and representatives of such Consultants; or for inspecting machinery, construction equipment and tools used and employed by Consultants and subconsultants on the City's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the City. In no event shall Consultant be liable for the acts or omissions of the City's construction contractors s, subcontractors or any persons or entities performing any construction work, or for the failure of any of them to carry out construction work under contracts with the City.

24.4. Anything herein to the contrary notwithstanding, Consultant shall have no legal responsibility or liability for any pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at any site related to the Services performed by Consultant under this Agreement that was not brought onto the site by Consultant. The City agrees to release Consultant from and against any and all liability to the City which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from Consultant's sole negligence or willful misconduct. The City shall, at the City's sole expense and risk, arrange for the handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. The City shall be solely responsible for obtaining a disposal site for such material. The City shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such material. Consultant shall not have or exert any control over the City in the City's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. The City shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to, generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

24.5. For any Consultant Services requiring drilling, boring, excavation or soils sampling, the City shall approve selection of the Consultants to perform such services, all site locations, and provide Consultant with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

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: | Consultant: |
|---|---|
| Name: David Wicke | Name: Eric Cannon |
| Title: City Engineer | Title: Business Unit Leader |
| Address: 220 Clay Street | Address: 2727 SW Snyder Blvd. |
| Cedar Falls, IA 50613 | Ankeny, IA 50023 |
| Telephone: 319-268-5161 | Telephone: 515-964-2020 |
| Email: David.wicke@cedarfalls.com | Email: ecannon@snyder-associates.com |

Unless otherwise specified in the Scope of Services (Exhibit "A"), the above listed persons have full authority to act on behalf of their respective party in relation to the Services.

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

CONSULTANT

Snyder & Associates, Inc.

By: Digitally signed by Tim L. West
Date: 2024.09.09 13:30:41 -05'00'

Tim L. West

Its: Business Unit Leader Date: September 9, 2024

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____ Date: _____

Kim Kerr, CMC, City Clerk

# Exhibit A

## Gibson Property Development
## Cedar Falls, Iowa
## City Project Number SU-290-33454

Scope of Services

The services generally include the development of an overall concept plan for the construction of a new commercial park on the east side of Hudson Road between W Ridgeway Ave and Highway 20, including approximately 76 acres to the east of Hudson Road. It shall also include the 40 Acres on the West side of Hudson Road will be surveyed with an Environmental review to be performed to install regional detention for the commercial park on the west side of Hudson Road.

A. The CONSULTANT shall perform the following management administrative services during the design of the PROJECT.

    1. Monthly billing reports.

    2. Project coordination for engineering and coordination with the CLIENT, design professionals, and utility companies.

    3. Project design review.

B. The CONSULTANT shall complete concept designs for the purpose of providing the CLIENT with lot and street layout options prior to the preparation of preliminary design efforts.

    1. Prepare two (2) to three (3) concept designs for the layout of the 76-acre commercial Park, showing varied lot sizes ranging generally from two (2) to ten (10) acres and streets to complement the terrain and maximize the efficient use of the area.

    2. Existing terrain and features will be based on available LiDAR and aerial imagery.

    3. The overall concept to include both areas should include review considerations for potential connections to W. Ridgeway Ave, as well as connections to Hudson Road.

    4. Scalable documents of concept designs will be provided electronically.

    5. Attend one meeting to discuss concepts, and changes will be incorporated into the final concept that will be submitted to the CLIENT.

    6. Prepare a preliminary grading and utility layout plan.

    7. Preliminary stormwater management study will be conducted to identify site needs to aid in preliminary grading. Sanitary sewer routing is to be considered during the concept design and further preliminarily detailed to accompany the grading plan.

8. Scalable documents of the preliminary design exhibit(s) will be provided electronically.

9. Cursory review of the FEMA Flood Map associated with Dry Run Creek that runs through the middle of the west development area along with Wetland Mapper systems to understand the potential Environmental limitations to the areas and the potential restrictions they pose to development. This task will identify any Environmental Design items needed for additional future tasks to be included in any development of future construction documents.

10. In coordination with the Traffic Impact Analysis, coordination with the Iowa DOT will be conducted to determine allowed development access locations, including potential Right-in-Right-Out access locations along Hudson Road to provide for the most efficient access and use of the development while maintaining safe traffic control of the area.

11. Concept sketches (2) on Community Gateway features along the edge of the development adjacent to Hudson Road for potential community signage to the City of Cedar of Cedar Falls. Shall include recommendations on potential monument locations along with imagery of gateway features that could be utilized to be developed to be included with the development of future construction documents.

12. One meeting to discuss preliminary design exhibit(s) with changes to be incorporated into an exhibit to be submitted to the CLIENT.

C. The CONSULTANT shall perform the following survey services:

1. Topographic Survey - provide topographic survey of the subject area to be improved. This includes ground shot elevations, existing site features, pertinent utility locates flow line elevations and centerline pavement connections to adjacent public streets. The terrain shall demonstrate existing contour relief at one-foot intervals and include spot elevations.

2. Utility Assessment - provide known existing public utility information based on record information, surface evidence, and as-built drawings. This service includes contacting Iowa One Call and submitting a Design Request System Ticket for public utilities. Record information and as-built drawings requested from the utility providers will be used to depict mapped locations of public utilities placed on the survey as Quality Level “D” (QLD) and as outlined in the ASCE-38-02 Standard Guideline for the collection and depiction of existing subsurface utility data. Private utility locates are not part of this service but can be provided upon request for additional fee.

3. Boundary Verification Survey – Based on the existing recorded platting document to create the proposed parcel as completed by others, re-establish existing boundary lines and or right of way lines by means of existing monuments, plats and or other documents as provided by owner and or recorded with the County Recorder’s Office. This work is to facilitate design and this work is not to be construed as a certified boundary survey and missing monuments will not be set. The CLIENT shall provide subject property description and information regarding existing easements or land covenants which affect the property. Title searches for the property are not included within this Scope of Services.

D. The CONSULTANT will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. Maps will be developed to identify potential Waters of the US (WOTUS), including wetlands, based on the preliminary data search. The CONSULTANT will review Iowa Department of Natural Resources and US Fish and Wildlife Service databases to determine which state and federally listed species may be present, are known to be present, or have potential habitat at or near the project sites. A windshield survey will be completed to determine the potential for suitable habitat and potential WOTUS. Using current aerial photography, the CONSULTANT will develop a map identifying potential habitat areas and WOTUS within the project limits. The maps and data from the state and federal agencies will be provided to the Client for review. A memo summarizing the findings of the preliminary data searches will be provided to the Client.

E. The CONSULTANT shall prepare a preliminary plat document in general conformance with the finalized Conceptual Site Plan for the property. The preliminary plat shall be prepared in accordance with the City Subdivision Regulations and Zoning Ordinances.

    1. The preliminary plat shall indicate general lot layout and dimensions, site topography, proposed grades, storm water management, anticipated routing for sanitary sewers, storm sewers, water mains, roadways, and other items required in accordance with the City. Easements for preliminary location of gas, telephone, electric, and other utilities may be indicated. The plan shall be submitted to the City and attendance of staff meetings, Plan and Zoning Commission meeting, and City Council meetings are included.

F. The CONSULTANT shall subcontract to have geotechnical services completed as has been requested by the CONSULTANT and the CLIENT.

    1. Provide ten (12) soil borings after the concept design has been approved and before the field has been tilled and planted for the 2025 growing season.

    2. Provide three (3) pavement core samples of existing Ridgeway Avenue near the Cyber Lane intersection in order to assist with construction details of the Ridgeway Avenue Roundabout.

    3. Prepare a geotechnical report of findings and design considerations for use by the CONSULTANT and the CLIENT.

G. CONSULTANT shall complete a Traffic Impact Study (TIS) to assist with the overall master plan for the development area:

    1. Assumed study area contains:

        i. Hudson Rd from US 20 south ramp to W Ridgeway Ave

        ii. W Ridgeway Ave from 2800’ west of Hudson Rd to Chancellor Dr on east

    2. Collect turning movement traffic counts at up to 2 intersections

    3. Hudson Rd & Ridgeway Ave

    4. Ridgeway Ave & Chancellor Dr

5. Utilize existing turning movement counts from the Iowa DOT in 2021 at the IA 20 & Hudson Rd interchange

6. Review traffic safety performance of existing roads and intersections per five year Iowa DOT crash database (ICAT)

7. Confirm access management plan and potential US 20 interchange improvements with Iowa DOT District 2

8. Estimate Opening Year and Design Year trip generation

9. Estimate Opening Year and Design Year background traffic condition

10. Estimate AM and PM peak hour turning movement forecasts for Opening Year and Design Year

11. Perform AM and PM peak hour traffic operations analysis for existing, Opening Year, and Design Year

12. Identify roadway and intersection lane configuration, intersection traffic control needs, and access management considerations for the study area intersections and proposed access points for the Opening Year and Design Year

13. Prepare a technical memorandum summarizing analyses and recommendations

H. The CONSULTANT shall complete the following Traffic Signal Design services for two intersections providing access to the Development (W Ridgeway Ave & Cyber Ln and W Ridgeway Ave & Waterway Ave):

1. Preliminary signal design and plans to accompany preliminary plan submittal

   a. Plan sheets included:

      i. A signal layout sheet for each intersection

   b. Primary purpose of layouts will be to establish pole locations and signal cabinet locations with respect to existing and proposed features and utilities

2. Final signal design and plans to accompany check and final plan submittals

   a. Plan sheets included:

      i. Notes and estimated quantities

      ii. Signal layouts

      iii. Signal wiring, phasing, and detection

      iv. Signal details

I. The CONSULTANT shall complete preliminary and final design services and preparation of construction documents for the W Ridgeway Avenue and Cyber Lane Roundabout Improvements.

1. Preliminary Plans: The CONSULTANT shall develop preliminary design plans. Upon completion, the design plans will be approximately 50% complete. Preliminary plans shall include the following sheets:

    i. B Sheets: Typical sections and details

    ii. C Sheets: Quantities and tabulations

    iii. D Sheets: Roadway plan and profile information

    iv. F Sheets: Removal information

    v. G Sheets: Roadway alignment and staking information

    vi. H Sheets: Right-of-Way acquisition information

    vii. J Sheets: Traffic Control and Staging (It is assumed through traffic on W Ridgeway Ave shall be maintained.)

    viii. LS Sheets: Landscape and monument Information

    ix. M Sheets: Storm sewer plan and profile information

    x. MWM Sheets: Water main plan and profile information (it is assumed the existing water main will need to be realigned to be located outside of the roundabout)

2. Preliminary Opinion of Probable Construction Cost

3. Final Plans: The CONSULTANT shall develop check plan (90%) and final plans (100%). Final plans shall include the following sheets:

    i. B, C, D, F, G, H, J, LS, M, and MWM Sheets per preliminary plan submittal

    ii. L Sheets: Roadway geometrics and jointing information

    iii. N Sheets: Lighting information

    iv. P Sheets: Signing and paving marking information

    v. R Sheets: Erosion control and final surface restoration information

    vi. S Sheets: Sidewalk information

4. Final Opinion of Probable Construction Cost

5. The CONSULTANT shall provide landscape/hardscape improvements to the center of the proposed roundabout and approaching splitter islands. The improvements shall have similar design elements as those recently built at other roundabouts within the City The CONSULTANT shall provide 3D color images of landscape/hardscape concepts and include precedent images and material options to the CLIENT for comments. The CONSULTANT shall include in the final

plans elevations, hardscape features, planting designs and tables, details, and lighting.

6. The CONSULTANT shall coordinate with existing franchise utility owners in the corridor. The CONSULTANT will coordinate with the CLIENT and utility companies to discuss the location of facilities and potential impacts as a result of the project, review utility relocation plans prepared by the utility company; and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the project construction.

J. The CONSULTANT shall provide the following ROW services:

CONSULTANT will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the Project based on the quantities noted above. Ben Alison and/or Cody Frederickson is an employee of the CONSULTANT, and is a state of Iowa licensed real estate broker with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of CONSULTANT. Ben Alison and/or Cody Frederickson will be designated as “Appointed Agents” and will represent the CLIENT in a “Buyer Exclusive Agency” capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for said public improvement project. CLIENT shall also be a CLIENT of Appointed Agent.

CLIENT and CONSULTANT acknowledge and agree that the Appointed Agents are required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents’ conduct, responsibilities, and duties. Said statutes, rules and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

In regard to acquisitions, CONSULTANT will:

1. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the Project;
2. Complete a parcel file for each property involved with the Project in accordance with the needs of CLIENT and/or the Project requirements;
3. Retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as “Appraiser”) who, subject to the approval of the CLIENT, will be a subconsultant to CONSULTANT. The Appraiser or Broker will prepare project data books and of brokers opinion of value, as needed. The Appraiser will prepare, sign and furnish to the CONSULTANT and CLIENT appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT “Appraisal Policy & Procedures Manual”. The CLIENT will review and forward written approval of all findings by the Appraiser. It is assumed that individual appraisals are not required or included with this scope;
4. Retain and coordinate the services of an abstractor, who will be a subconsultant to CONSULTANT, who will prepare Certificates of Title for parcels where fee title and permanent easements are required.
5. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review and approval of the CLIENT’s legal

department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims;

6. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
7. Make a good faith effort to acquire the necessary property within 90 days after a written offer has been submitted to the owner and tenant. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the CONSULTANT, negotiations have reached an impasse;
8. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the CONSULTANT will deliver as much of the file to the CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The CONSULTANT, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.
9. Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.
10. No relocation services are included by the CONSULTANT.
11. If the CLIENT would like additional services after negotiations have reached an impasse (e.g. attending the condemnation hearings) this would be an additional service.

*CLIENT'S ACQUISITION RESPONSIBILITIES*: CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:

1. Unless produced by Snyder & Associates, Inc. survey and engineering staff, provide to CONSULTANT all known and existing plans, specifications and data pertaining to the project that may affect CONSULTANT's Services to be provided. Unless otherwise noted by CLIENT, CONSULTANT may rely upon the plans, specifications and data provided being accurate and complete;
2. Provide all licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or Project;
3. Unless produced by Snyder & Associates, Inc. survey and engineering staff, provide to CONSULTANT legal descriptions and acquisition plats for each parcel to be acquired, unless CLIENT requests CONSULTANT to provide said legal descriptions and acquisition plats and incorporates this request as a part of CONSULTANT's scope of work.
4. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review and approve any and all legal documents prepared by CONSULTANT.
5. Coordinate the timing and sequence of CONSULTANT's Services with the Services of others to the Project;
6. Make interim and final decisions utilizing information supplied by CONSULTANT.

7. Process Council Roll Calls/Requisitions.
   Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

K. The CONSULTANT shall complete preliminary and final design services and preparation of construction documents for the roadway, storm sewer, water main and sanitary sewer infrastructure improvements and mass grading of the site based on approved concept plan for the eastern 76 Ac to the east of Hudson Road along with the regional detention basin to the west of Hudson Road.

1. Prepare a functional design memo that includes design parameters and criterial items that will be utilized (e.g. typical section, roadway classification, speeds, etc.), project assumptions, potential design exceptions, etc. This information will be utilized for the remainder of the design. Shall include development of left turn lane at Waterway Ave and closure at existing intersection east of Cyber Lane. Right turn lanes are not anticipated or included for the design.

2. Attend two public meetings as deemed necessary by the CLIENT for public input and clarification.

3. Shall include tunneling of new culvert under Hudson Road to allow for regional detention basin on the west side of Hudson Road. Regional detention basin design details and outlet structure will be provided.

4. Develop preliminary design plans (50%) and the associated engineer's opinion of probable cost (EOPC). These shall generally include pavement plan and profile information, storm sewer, water main, sanitary sewer, and lighting layout. Pedestrian ramps will be included and detailed but sidewalk design is not included and will be completed with the individual site developments.

5. Prepare a final grading plan with one-foot contours, spot elevations and construction notes.

6. Develop final design plans (90%), and updated EOPC, and a draft project manual upon receipt and incorporation of review comments from the preliminary plans.

7. Prepare a Storm Water Pollution Preventions Plan for the project site and apply for NPDES Permit No. 2 through the City of Cedar Falls. All fees associated with permits to be pass-through expenses or supplied by the CLIENT at time of submittal.

8. Prepare and apply for applicable DNR water and wastewater construction permits. All fees associated with the permits to be pass-through expenses or supplied by the CLIENT at time of submittal.

9. Prepare and compline all design bid documents (100%), prepare final project manual (including specifications), and a final EOPC of proposed improvements after incorporation of review comments from final plans.

10. Attend three meetings with CLIENT for reviews and approvals.

L. The CONSULTANT shall complete a storm water management per the following:

1. Complete the Master Storm Water Management Plan as required through the City. The Plan shall analyze what storm water management practices are proposed on site with the anticipated regional detention basin to be located on the west side of Hudson Road. It is anticipated that a regional basin will be provided and the size, layout and depth of the basin will be determined through configuration of the basin and the drainage areas of the development. Snyder and Associates shall prepare the storm water calculations and modeling report as required by City.

2. Detailed site plan design calculations required for site development will be completed for the development of the interior storm sewer. Based upon the storm water calculations report, the Engineer shall prepare the model to provide storm water quality volume improvements as required by the City. Includes design details as necessary for submittal.

M. The CONSULTANT shall assist the CLIENT with bid letting services. These services shall include addressing contractor questions and issuance of any site clarifications during the bidding phase.

N. The CONSULTANT shall prepare the final plat document in accordance with the City Subdivision Regulation, Zoning Ordinance requirements. Final plat document, plat book pages, and recording prints shall be prepared and provided to the CLIENT for recording by the CLIENT's Attorney. Prints for submittal to the City including review sets and the required official document sets shall be provided.

O. The CONSULTANT shall prepare an acquisition plat document for the anticipated ROW needs for the round-a-bout at W Ridgeway Ave and Cyber Lane in accordance with the City Subdivision Regulation, Zoning Ordinance requirements. Acquisition plat document,and recording prints shall be prepared and provided to the CLIENT for recording by the CLIENT's Attorney. Prints for submittal to the City including review sets and the required official document sets shall be provided.

P. The Consultant shall prepare community entry gateway construction drawings for the anticipated entry feature. This shall include the proposed sign elevations and construction details along with electrical plans for the sign lighting and light fixtures. A structural plan shall be provided for the sign footings, walls and reinforcement details.

Q. The following shall be considered additional services as requested by CLIENT. Items may be performed on an hourly basis or should a specific scope be defined, quotation for services may be provided:

1. A Second Roundabout on Ridgeway Avenue at Waterway Ave
2. Culvert reconstruction under Hudson Road and closure of Hudson Road
3. Ridgeway Avenue right turn lanes design at Waterway intersection
4. Hudson Road improvements
5. DOT permitting and access on Hudson Road
6. FEMA permitting
7. Army Corps of Engineer permitting
8. Waterway Avenue extension
9. Environmental delineations and/or permitting
10. Offsite sanitary sewer extension
11. Site certification
12. Concepting or design for 80 acres west of Hudson Road
13. Individual site building pad area grading plans
14. Trail improvements

15. Lighting design for street lights associated with the Commerce Park (Roundabout lighting included in design fees for Roundabout)
16. Construction staking
17. Construction observation
18. Construction administration

## III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

(a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.

(b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

# Exhibit B

## Gibson Property Development
## Cedar Falls, Iowa
## City Project Number SU-290-3345

Payment Terms

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of five hundred and eight thousand dollars ($508,000).

| | |
|---|---|
| Project Administration | $12,000 |
| Concept Development | $16,000 |
| Survey Services | $33,000 |
| Desktop Environmental Review | $4,000 |
| Preliminary Plat | $14,000 |
| Geotechnical Investigation | $15,000 |
| Traffic Impact Analysis | $19,000 |
| Traffic Signal Design | $25,000 |
| Preliminary Design (Roundabout) | $90,000 |
| Final Design (Roundabout) | $86,000 |
| Landscaping (Roundabout) | $23,000 |
| Franchise Utility Coord (Roundabout) | $10,000 |
| ROW Services | $12,000 |
| Preliminary Development Design | $32,000 |
| Final Development Design | $28,000 |
| Bid Documents | $15,000 |
| Storm Water Management Plan | $10,000 |
| Letting Assistance | $5,000 |
| Final Plat | $8,000 |
| Acquisition Plat | $2,000 |
| Entrance Feature Design | $24,000 |
| Contingency 5% | $25,000 |

SNYDER & ASSOCIATES



# 2024 STANDARD FEE SCHEDULE

| PROFESSIONAL | |
|---|---|
| Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer | |
| Principal II | $252.00/hour |
| Principal I | $237.00/hour |
| Senior | $216.00/hour |
| VIII | $198.00/hour |
| VII | $187.00/hour |
| VI | $178.00/hour |
| V | $166.00/hour |
| IV | $153.00/hour |
| III | $141.00/hour |
| II | $128.00/hour |
| I | $115.00/hour |
| **TECHNICAL** | |
| CAD, Survey, Construction Observation | |
| Lead | $150.00/hour |
| Senior | $144.00/hour |
| VIII | $134.00/hour |
| VII | $124.00/hour |
| VI | $111.00/hour |
| V | $101.00/hour |
| IV | $91.00/hour |
| III | $82.00/hour |
| II | $75.00/hour |
| I | $66.00/hour |
| **ADMINISTRATIVE** | |
| II | $77.00/hour |
| I | $63.00/hour |
| **REIMBURSABLES** | |
| Mileage | Current IRS standard rate |
| Outside Services | As Invoiced |

# Exhibit C

**Gibson Property Development**
**Cedar Falls, Iowa**
**City Project Number SU-290-33454**

01-19-2022

## INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

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

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.

2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 3-4 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.

3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 6-12 of this Exhibit.

    A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.

    B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.

7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

8. Insurance Limits

A. Commercial General Liability

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

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

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

B. Automobile Liability

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

| | |
|---|---|
| Bodily Injury & Property Damage (each accident) | $1,000,000 (CSL) |
| Hired & Non-Owned Autos | *If required* |

C. Workers' Compensation and Employer's Liability

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

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

D. Umbrella/Excess Liability

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

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

E. Errors & Omissions/Professional Liability

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

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

9. Indemnification and Hold Harmless Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, employees, and agents working on behalf of the City of Cedar Falls, Iowa, (hereinafter, collectively 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 damages, 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 of Cedar Falls, Iowa, pursuant to the provisions of the Agreement to the extent arising out of the errors, omissions, negligent or intentional acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of the Agreement, except for and to the extent caused by the negligence of the City.

   The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa, pursuant to the Agreement to the extent arising out of the errors, omissions, negligent or intentional acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa, for all damages caused to the City of Cedar Falls, Iowa, premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions, negligent or intentional acts.

   The Contractor represents that its activities pursuant to the provisions of the Agreement will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its agents, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety laws, rules, regulations and standards.

# ENDORSEMENTS

## ADDITIONAL INSURED ENDORSEMENT

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

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

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

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

## CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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

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

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

DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

# MEMORANDUM

**Legal Services Division**

**TO:** Mayor Laudick, City Council

**FROM:** Kevin Rogers, City Attorney

**DATE:** August 29, 2024

**SUBJECT:** Latest group of Ordinance Amendments

Please find attached the latest group of proposed changes to the Code of Ordinances. These are the result of an extensive study of the City's insurance and bonding requirements found in the Code of Ordinances. Much of it is updating the requirements, simplifying them, and in some cases eliminating them. There are four separate ordinances proposed in this group. An explanation for each ordinance follows:

First ordinance: Sec. 19-14. This is a new section. The purpose of the ordinance is to establish a standard and other requirements for work performed in City right-of-way or on City property, and to make bond requirements simpler for those performing such work. Note that this is to be distinguished from City contracted work, which has separate insurance and bond requirements. This is aimed at those who are licensed to perform work in City rights-of-way or who have a permit to do so. For example, those who perform sidewalk repairs or construct driveway approaches would be subject to this new ordinance.

In upcoming ordinance changes you will see references to new Section 19-14.

Second ordinance: This ordinance is proposed to repeal Section 3-46 and Section 7-93. Section 3-46 relating to a painter's or erector's license is unnecessary because the City has not required such a license for many years. It is believed that general contractors generally perform such work, and such general contractors are already licensed by the State of Iowa.

The repeal of Section 7-93 is necessary because the State of Iowa has different bonding requirements for those who perform work with natural gas and this ordinance is in conflict with those State requirements.

Third ordinance: Section 7-275 and Section 25-29 are proposed to be amended in this ordinance. Section 7-275 is proposed to be amended to clarify and update insurance requirements for licensed building movers in the City. The change to Section 25-29 accomplishes the same thing regarding taxicabs and limousine services.

Fourth ordinance: This proposed ordinance amends Section 7-276, Section 7-311, Section 10-73, and Section 13-103.

Section 7-276 simplifies the bond requirement for licensed building movers.

Section 7-311 eliminates the bond requirement for a building moving permit because only licensed building movers may take out a permit for this work and they are already required to carry a bond as a

condition of licensure (see Section 7-276 above).

Section 10-73 eliminates the bond requirement for filling on private property. This bond requirement in the amount of $200 has not been enforced for many years.

Section 13-103 adds another condition to the bond requirement for those having a retail distress sale to pay all sums due to the City. This is a typical bond requirement.

There will be more insurance and bond ordinance changes to come in the future but those will accompany substantive changes to the same ordinances or those within the same Division to ensure continuity.

I recommend approval of these ordinance changes.

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

Thank you.

ORDINANCE NO._____

AN ORDINANCE AMENDING ARTICLE I, IN GENERAL, OF CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ADDING A NEW SECTION 19-14, WORK PERFORMED WITHIN CITY RIGHT-OF-WAY OR PROPERTY, TO ESTABLISH STANDARDS FOR SUCH WORK.

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

Article I, In General, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new Section 19-14, Work Performed Within City Right-of-Way or Property, as follows:

## Sec. 19-14. Work performed within city right-of-way or property.

All work performed within city right-of-way or in or on other city property shall be done in accordance with all applicable city ordinances, standards, and regulations, and be done in a good and workmanlike manner, and all material included in such work shall be free from defect. Further, all sums that may become due to the city on account of such work shall be paid by the person performing the work or on whose behalf the work is being performed. Any damage to city right-of-way or other city property caused by or arising out of such work shall be repaired by such person. A surety bond may be required to ensure compliance with this section.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

_____
Daniel Laudick, Mayor

ATTEST:

_____
Kim Kerr, CMC, City Clerk

ORDINANCE NO._____

AN ORDINANCE **1)** AMENDING ARTICLE II, SIGNS, OF CHAPTER 3, ADVERTISING, BY REPEALING SECTION 3-46, PAINTER'S OR ERECTOR'S LICENSE, TO CONFORM THE CODE OF ORDINANCES TO CITY PRACTICE OF NOT REQUIRING SUCH A LICENSE; AND **2)** AMENDING DIVISION 1, GENERALLY, OF ARTICLE IV, GAS REGULATIONS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS, BY REPEALING SECTION 7-93, BOND; GUARANTEE OF SERVICE, TO CONFORM THE CODE OF ORDINANCES TO CITY PRACTICE AND STATE LAW, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Section 3-46, Painter's or Erector's License, of Article II, Signs, of Chapter 3, Advertising, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, as follows:

~~**Sec. 3-46. Painter's or erector's license.**~~

~~(a) *Required; fee; renewal.*~~

~~(1) *Painter's license.* Any person desiring to engage in the act of drawing, painting or posting a sign on any existing building or billboard or signboard surface subject to the provisions of this article must first obtain a painter's license from the city clerk. Such license shall be limited to the drawing, painting or posting of signs only. The license fee shall be in the amount established annually by resolution by the city council, subject of the exceptions as contained in subsection (a)(2) of this section and said license fee shall be payable annually on January 1 of each year.~~

~~(2) *Erector's license.* Any person engaging in the act of painting, erecting, maintaining, repairing, servicing, installing or removing signs, billboards or signboards, regardless of size or weight, must first apply to the city for an erector's license. The erector's license provided for in this subsection shall be in lieu of the painter's license contained in subsection (a)(1) of this section. The license fee for the first year shall be in the amount established annually by resolution by the city council. Renewals shall be made on or before January 1 of each year, and the cost of such renewal, shall be in the amount established annually by resolution by the city council.~~

~~(b) *Exemptions.* No license required in subsection (a) of this section shall be required for the following:~~

~~(1) A sign erected by an owner on his property which is exempt from a certificate of liability.~~

~~(2) Signs advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed. One such nonilluminated sign, not to exceed six square feet in size, shall be permitted on each premises.~~

~~(3) Address signs posted in conjunction with doorbells or mailboxes showing only the numerical address and occupants of the premises upon which the sign is situated. One such nonilluminated sign shall be permitted per address.~~

~~(4) Home occupation signs.~~

~~(5) Traffic, regulatory and other municipal signs erected upon direction of the city council.~~

~~(c) *Bond.* An applicant for an erector's license, at the time of applying for such license, shall execute and file with his application a surety and performance bond, signed by sureties to be approved by the city council and in the amount established annually by resolution by the city council. The terms of such bond shall guarantee full compliance by the principal with all ordinances of this city regulating and licensing such operation and shall guarantee the payment of any fines or penalties which may be assessed to the extent of the face amount of the bond.~~

~~(Code 2017, § 3-46; Ord. No. 2067, § 2, 10-10-1994)~~

*Section 2.* Section 7-93, Bond; Guarantee of Service, of Division 1, Generally, of Article IV, Gas Regulations, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, as follows:

~~**Sec. 7-93. Bond; guarantee of service.**~~

~~(a) It shall be unlawful for any person, except as otherwise provided in this article, to install, alter or repair any gas piping, gas vent, or gas burning appliances until the person has first obtained a surety bond in the amount of $1,000.00, which must be approved by the inspector and held on file in the gas operations department at the Cedar Falls Utilities.~~

~~(b) The bond shall be accompanied by a guarantee of future 24-hour on call service on all equipment to be installed. This guarantee shall be limited to a period of two years from the date of installation of such equipment.~~

~~(c) It shall be the responsibility of the person to keep a current bond on file in the gas operations department at the Cedar Falls Utilities. If the bond expires, no further installation permits shall be issued to the individual or company until a valid bond is issued and filed as provided herein.~~

~~(Code 2017, § 7-196; Ord. No. 2321, § 2, 1-8-2001)~~

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATIONI: _____

ADOPTED: _____

_____ Attest: _____

Daniel Laudick, Mayor Kim Kerr, CMC, City Clerk

ORDINANCE NO._____

AN ORDINANCE **1)** AMENDING ARTICLE II, SIGNS, OF CHAPTER 3, ADVERTISING, BY REPEALING SECTION 3-46, PAINTER'S OR ERECTOR'S LICENSE, TO CONFORM THE CODE OF ORDINANCES TO CITY PRACTICE OF NOT REQUIRING SUCH A LICENSE; AND **2)** AMENDING DIVISION 1, GENERALLY, OF ARTICLE IV, GAS REGULATIONS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS, BY REPEALING SECTION 7-93, BOND; GUARANTEE OF SERVICE, TO CONFORM THE CODE OF ORDINANCES TO CITY PRACTICE AND STATE LAW, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Section 3-46, Painter's or Erector's License, of Article II, Signs, of Chapter 3, Advertising, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, as follows:

*Section 2.* Section 7-93, Bond; Guarantee of Service, of Division 1, Generally, of Article IV, Gas Regulations, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, as follows:

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

_____
Daniel Laudick, Mayor

Attest:

_____
Kim Kerr, CMC, City Clerk

ORDINANCE NO._____

AN ORDINANCE **1)** AMENDING SECTION 7-275, INSURANCE, OF DIVISION 2, LICENSE, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND **2)** AMENDING SECTION 25-29, LIABILITY INSURANCE REQUIRED, OF ARTICLE II, TAXICABS AND LIMOUSINES, OF CHAPTER 25, VEHICLES FOR HIRE, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO UPDATE INSURANCE REQUIREMENTS.

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

*Section 1.* Section 7-275, Insurance, of Division 2, License, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 7-275, Insurance, is enacted in lieu thereof, as follows:

**Sec. 7-275. Insurance.**

Before any license required by this division shall be issued, the applicant~~ therefor~~ shall first obtain and furnish to the city clerk satisfactory proof of~~an~~ commercial general liability insurance with limits of at least~~policy for public liability and property damage in the amount of~~ $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, and such insurance shall be maintained during the period of the license~~person injured, $300,000.00 for each accident, and $50,000.00 property damage~~. The insurance policy shall~~ name the city and the applicant as named insured, and shall~~ provide that the policy cannot be revoked, cancelled or modified in any material way until the city has been notified in writing~~by certified mail~~ at least ten days prior to the proposed action.

(Code 2017, § 7-448)

*Section 2.* Section 25-29, Liability Insurance Required, of Article II, Taxicabs and Limousines, of Chapter 25, Vehicles for Hire, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 25-29, Liability Insurance Required, is enacted in lieu thereof, as follows:

**Sec. 25-29. Liability insurance required.**

(a) No permit shall be issued or continued in operation unless and until the owner of the vehicle for hire shall have furnished to the city clerk satisfactory proof~~an insurance policy or certificate~~ of commercial automobile insurance~~ issued by an insurance company licensed to do business in the state,~~ providing insurance coverage as follows:

(1) For taxicabs, commercial~~primary~~ automobile insurance with combined single limit~~in the amount~~ of at least $2~~1~~,000,000.00~~ because of bodily injury to or death of one or more persons and injury to or destruction of property of others in any one accident~~.

(2) For limousines, commercial~~primary~~ automobile insurance with combined single limit~~in the amount~~ of at least $2~~1~~,0~~5~~00,000.00~~ because of bodily injury to or death of one or more persons and injury to or destruction of property of others in any one accident~~.

(b) The insurance policy~~ or certificate of insurance~~ referred to in this section shall not be revoked, cancelled or modified in any material way until the city has been notified in writing at least ten days prior to the intended action~~provide that it cannot be canceled or terminated until ten days' notice of such cancellation or termination shall have been given by registered or certified mail to the city clerk~~. Satisfactory proof~~The certificate~~ of insurance must accompany the application required in section 25-25.

(c) The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically revoke and terminate the permit and all licenses issued for the vehicle for hire business and the vehicles covered by the insurance policy, unless another policy, complying with this section, shall be provided and in effect at the time of the cancellation or termination. The city clerk shall immediately issue written notification of the revocation of the permit and all licenses for the vehicle for hire business and the vehicles covered by insurance which is canceled or terminated.

(d) By applying for and accepting a permit from the city for the purposes contained in this article, the holder of a permit shall hold the city harmless from any liability resulting from the operation of the holder's vehicle for hire business.

(Code 2017, § 28-33; Ord. No. 2182, § 1, 2-14-1997; Ord. No. 2347, § 1, 9-24-2001; Ord. No. 2891, § 1(28-33), 12-19-2016)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATIONI: _____

ADOPTED: _____

_____ Attest: _____

Daniel Laudick, Mayor Kim Kerr, CMC, City Clerk

ORDINANCE NO._____

AN ORDINANCE **1)** AMENDING SECTION 7-275, INSURANCE, OF DIVISION 2, LICENSE, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND **2)** AMENDING SECTION 25-29, LIABILITY INSURANCE REQUIRED, OF ARTICLE II, TAXICABS AND LIMOUSINES, OF CHAPTER 25, VEHICLES FOR HIRE, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO UPDATE INSURANCE REQUIREMENTS.

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

*Section 1.* Section 7-275, Insurance, of Division 2, License, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 7-275, Insurance, is enacted in lieu thereof, as follows:

**Sec. 7-275. Insurance.**

Before any license required by this division shall be issued, the applicant shall first obtain and furnish to the city clerk satisfactory proof of commercial general liability insurance with limits of at least $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, and such insurance shall be maintained during the period of the license. The insurance policy shall provide that the policy cannot be revoked, cancelled or modified in any material way until the city has been notified in writing at least ten days prior to the proposed action.

(Code 2017, § 7-448)

*Section 2.* Section 25-29, Liability Insurance Required, of Article II, Taxicabs and Limousines, of Chapter 25, Vehicles for Hire, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 25-29, Liability Insurance Required, is enacted in lieu thereof, as follows:

**Sec. 25-29. Liability insurance required.**

(a) No permit shall be issued or continued in operation unless and until the owner of the vehicle for hire shall have furnished to the city clerk satisfactory proof of commercial automobile insurance providing insurance coverage as follows:

(1) For taxicabs, commercial automobile insurance with combined single limit of at least $2,000,000.00.

(2) For limousines, commercial automobile insurance with combined single limit of at least $2,000,000.00.

(b) The insurance policy referred to in this section shall not be revoked, cancelled or modified in any material way until the city has been notified in writing at least ten days prior to the intended action. Satisfactory proof of insurance must accompany the application required in section 25-25.

(c) The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically revoke and terminate the permit and all licenses issued for the vehicle for hire business and the vehicles covered by the insurance policy, unless another policy, complying with this section, shall be provided and in effect at the time of the cancellation or termination. The city clerk shall immediately issue written notification of the revocation of the permit and all licenses for the vehicle for hire business and the vehicles covered by insurance which is canceled or terminated.

(d) By applying for and accepting a permit from the city for the purposes contained in this article, the holder of a permit shall hold the city harmless from any liability resulting from the operation of the holder's vehicle for hire business.

(Code 2017, § 28-33; Ord. No. 2182, § 1, 2-14-1997; Ord. No. 2347, § 1, 9-24-2001; Ord. No. 2891, § 1(28-33), 12-19-2016)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

_____
Daniel Laudick, Mayor

Attest:

_____
Kim Kerr, CMC, City Clerk

ORDINANCE NO._____

AN ORDINANCE **1)** AMENDING SECTION 7-276, BOND, OF DIVISION 2, LICENSE, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND **2)** AMENDING SECTION 7-311, ISSUANCE, OF DIVISION 3, PERMIT, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND **3)** AMENDING SECTION 10-73, UNLAWFUL DUMPING; FILLING ON PRIVATE LAND, OF ARTICLE III, CITY DUMPING GROUNDS, OF CHAPTER 10, GARBAGE AND REFUSE; AND **4)** AMENDING SECTION 13-103, BOND, OF DIVISION 3, DISTRESS SALES, OF ARTICLE II, SPECIFIC BUSINESSES AND OCCUPATIONS, OF CHAPTER 13, LICENSES AND BUSINESS REGULATIONS, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO UPDATE AND SIMPLIFY BOND REQUIREMENTS.

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

*Section 1.* Section 7-276, Bond, of Division 2, License, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 7-276, Bond, is enacted in lieu thereof, as follows:

**Sec. 7-276. Bond.**

The applicant for a license required by this division shall file with the~~his~~ application a bond with an approved corporate surety in the penal sum of $10,000.00, conditioned in accordance with the requirements of section 19-14~~that all work done under the license shall be done in a good and workmanlike manner, in accordance with all provisions of this Code and all other ordinances of the city relating to house moving, and that the applicant will pay to the city, to the city utilities or to any person all costs incurred or all damages for injuries to person or property, including, but not limited to, damages to any street, curb or sidewalk or to any other public property caused by negligence, fault or mismanagement of the applicant or person in his employ, or due to any other cause, in doing any work under the license or a permit for such work~~.

(Code 2017, § 7-449)

*Section 2.* Section 7-311, Issuance, of Division 3, Permit, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 7-311, Issuance, is enacted in lieu thereof, as follows:

**Sec. 7-311. Issuance.**

Upon the filing of the application for a permit to move a building, payment of the fee therefor~~ and filing of bond~~, and upon approval of the proposed move by the city arborist, chief of police and the director of public works, the permit sought shall be issued by the building official.

(Code 2017, § 7-477; Ord. No. 2941, § 2, 6-3-2019)

*Section 3.* Section 10-73, Unlawful Dumping; Filling on Private Land, of Article III, City Dumping Grounds, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 10-73, Unlawful Dumping; Filling on Private Land, is enacted in lieu thereof, as follows:

**Sec. 10-73. Unlawful dumping; filling on private land.**

Any person who shall use any lot, open space, street or roadway in the city, instead of the burying, dumping and burning ground provided for and established by the council, for the dumping or depositing of dead animal matter, garbage matter, offensive materials and substances and other refuse or rubbish shall be guilty of a misdemeanor, and upon conviction thereof shall be punished in accordance with section 1-8; provided, however, that any person owning a lot or tract of ground which is low and in need of being filled may ~~file with the city clerk a bond in the amount of $200.00 guaranteeing that such person will keep the lot or tract of ground in a sanitary and sightly condition, and may then~~ have such lot or tract of ground filled by dumping rubbish such as ashes, earth and stones thereon on the approval of the director of public works~~bond by the council~~.

(Code 2017, § 12-64)

*Section 4.* Section 13-103, Bond, of Division 3, Distress Sales, of Article II, Specific Businesses and Occupations, of Chapter 13, Licenses and Business Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 13-103, Bond, is enacted in lieu thereof, as follows:

**Sec. 13-103. Bond.**

Before a license shall be issued by the council, the applicant for the license shall execute and deliver to the city a bond in the penal sum of $1,000.00 signed by the applicant, and also signed by a surety company duly authorized to transact business in the state, which bond shall be conditioned upon the faithful observance of the provisions of this division, payment of all sums that may become due to the city, and also conditioned to reimburse and indemnify any purchaser at the closing-out sale held by the applicant for any loss incurred or damage sustained by the purchaser by reason of misrepresentation or fraud in the sale of any such goods, wares or merchandise.

(Code 2017, § 16-187)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATIONI: _____

ADOPTED: _____

_____ Attest: _____

Daniel Laudick, Mayor Kim Kerr, CMC, City Clerk

ORDINANCE NO._____

AN ORDINANCE **1)** AMENDING SECTION 7-276, BOND, OF DIVISION 2, LICENSE, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND **2)** AMENDING SECTION 7-311, ISSUANCE, OF DIVISION 3, PERMIT, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND **3)** AMENDING SECTION 10-73, UNLAWFUL DUMPING; FILLING ON PRIVATE LAND, OF ARTICLE III, CITY DUMPING GROUNDS, OF CHAPTER 10, GARBAGE AND REFUSE; AND **4)** AMENDING SECTION 13-103, BOND, OF DIVISION 3, DISTRESS SALES, OF ARTICLE II, SPECIFIC BUSINESSES AND OCCUPATIONS, OF CHAPTER 13, LICENSES AND BUSINESS REGULATIONS, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO UPDATE AND SIMPLIFY BOND REQUIREMENTS.

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

*Section 1.* Section 7-276, Bond, of Division 2, License, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 7-276, Bond, is enacted in lieu thereof, as follows:

**Sec. 7-276. Bond.**

The applicant for a license required by this division shall file with the application a bond with an approved corporate surety in the penal sum of $10,000.00, conditioned in accordance with the requirements of section 19-14.

(Code 2017, § 7-449)

*Section 2.* Section 7-311, Issuance, of Division 3, Permit, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 7-311, Issuance, is enacted in lieu thereof, as follows:

**Sec. 7-311. Issuance.**

Upon the filing of the application for a permit to move a building, payment of the fee therefor, and upon approval of the proposed move by the city arborist, chief of police and the director of public works, the permit sought shall be issued by the building official.

(Code 2017, § 7-477; Ord. No. 2941, § 2, 6-3-2019)

*Section 3.* Section 10-73, Unlawful Dumping; Filling on Private Land, of Article III, City Dumping Grounds, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 10-73, Unlawful Dumping; Filling on Private Land, is enacted in lieu thereof, as follows:

**Sec. 10-73. Unlawful dumping; filling on private land.**

Any person who shall use any lot, open space, street or roadway in the city, instead of the burying, dumping and burning ground provided for and established by the council, for the dumping or depositing of dead animal matter, garbage matter, offensive materials and substances and other refuse or rubbish shall be guilty of a misdemeanor, and upon conviction thereof shall be punished in accordance with section 1-8; provided, however, that any person owning a lot or tract of ground which is low and in need of being filled may have such lot or tract of ground filled by dumping rubbish such as ashes, earth and stones thereon on the approval of the director of public works.

(Code 2017, § 12-64)

*Section 4.* Section 13-103, Bond, of Division 3, Distress Sales, of Article II, Specific Businesses and Occupations, of Chapter 13, Licenses and Business Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 13-103, Bond, is enacted in lieu thereof, as follows:

**Sec. 13-103. Bond.**

Before a license shall be issued by the council, the applicant for the license shall execute and deliver to the city a bond in the penal sum of $1,000.00 signed by the applicant, and also signed by a surety company duly authorized to transact business in the state, which bond shall be conditioned upon the faithful observance of the provisions of this division, payment of all sums that may become due to the city, and also conditioned to reimburse and indemnify any purchaser at the closing-out sale held by the applicant for any loss incurred or damage sustained by the purchaser by reason of misrepresentation or fraud in the sale of any such goods, wares or merchandise.

(Code 2017, § 16-187)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

_____
Daniel Laudick, Mayor

Attest:

_____
Kim Kerr, CMC, City Clerk

PREPARED 09/10/2024, 9:57:23 ACCOUNT ACTIVITY LISTING PAGE 1
PROGRAM GM360L ACCOUNTING PERIOD 01/2025
CITY OF CEDAR FALLS

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE | | | | | | | | | |
| 203 | | 02/25 | AP | 08/12/24 | 0007601 | IOWA DEPT.OF REVENUE | 2,944.99 | | 09/04/24 |
| | | MONTHLY SALES TAX | | | | RECREATION | | | |
| | | | | ACCOUNT TOTAL | | | 2,944.99 | .00 | 2,944.99 |
| 101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 203 | | 02/25 | AP | 08/15/24 | 0007607 | ISOLVED BENEFIT SERVICES, INC | 60.63 | | 09/04/24 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| | | | | ACCOUNT TOTAL | | | 60.63 | .00 | 60.63 |
| 101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES | | | | | | | | | |
| 203 | | 02/25 | AP | 08/21/24 | 0007598 | FARMERS STATE BANK | 20.00 | | 09/04/24 |
| | | VOYA OUTGOING WIRE | | | | 08/23/24 PAYROLL | | | |
| 203 | | 02/25 | AP | 08/07/24 | 0007597 | FARMERS STATE BANK | 20.00 | | 09/04/24 |
| | | VOYA OUTGOING WIRE | | | | 08/09/24 PAYROLL | | | |
| | | | | ACCOUNT TOTAL | | | 40.00 | .00 | 40.00 |
| 101-1038-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 203 | | 02/25 | AP | 08/15/24 | 0007607 | ISOLVED BENEFIT SERVICES, INC | 94.65 | | 09/04/24 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| | | | | ACCOUNT TOTAL | | | 94.65 | .00 | 94.65 |
| 101-1038-441.81-32 PROFESSIONAL SERVICES / TUITION ASSISTANCE | | | | | | | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400499 | ERICKSON, NIK | 1,359.12 | | 09/04/24 |
| | | TUITION REIMBURSEMENT | | | | HUMAN RESOURCES MGMT. | | | |
| | | | | ACCOUNT TOTAL | | | 1,359.12 | .00 | 1,359.12 |
| 101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105 | | | | | | | | | |
| 203 | | 02/25 | AP | 08/06/24 | 0007604 | ISOLVED BENEFIT SERVICES, INC | 738.30 | | 09/04/24 |
| | | CAFE ADMIN FEE-JUL'24 | | | | | | | |
| | | | | ACCOUNT TOTAL | | | 738.30 | .00 | 738.30 |
| 101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 203 | | 02/25 | AP | 08/15/24 | 0007607 | ISOLVED BENEFIT SERVICES, INC | 10.52 | | 09/04/24 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| | | | | ACCOUNT TOTAL | | | 10.52 | .00 | 10.52 |

| GROUP NBR | PO NBR | ACCTG PER. | ----TRANSACTION---- CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 15 | | 03/25 | AP | 08/15/24 | 0400537 | STOREY KENWORTHY | 140.00 | | 08/28/24 |
| | | WINDOW ENVELOPES | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 140.00 | .00 | 140.00 |
| 101-1060-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP | | | | | | | | | |
| 15 | | 03/25 | AP | 08/15/24 | 0400526 | DEMCO, INC | 239.62 | | 08/28/24 |
| | | CASTERS, FILAMENT & NEW | | | | TAPE | | | |
| 14 | | 03/25 | AP | 07/29/24 | 0400535 | SHOWCASES | 17.08 | | 08/28/24 |
| | | 12-DVD CASES (X2) | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 256.70 | .00 | 256.70 |
| 101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE | | | | | | | | | |
| 15 | | 03/25 | AP | 07/28/24 | 0400533 | QUADIENT FINANCE USA, INC. | 450.00 | | 08/28/24 |
| | | POSTAGE | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 450.00 | .00 | 450.00 |
| 101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT | | | | | | | | | |
| 15 | | 03/25 | AP | 08/12/24 | 0400527 | GORDON FLESCH COMPANY INC | 2,756.68 | | 08/28/24 |
| | | COPIER CONTRACT | | | | 020-1483981-000 | | | |
| 14 | | 03/25 | AP | 08/01/24 | 0400531 | OVERDRIVE, INC. | 3,750.00 | | 08/28/24 |
| | | OVERDRIVE PLATFORM FEE | | | | 08/2024-07/2025 | | | |
| | | | | | | ACCOUNT TOTAL | 6,506.68 | .00 | 6,506.68 |
| 101-1060-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | |
| 15 | | 03/25 | AP | 07/30/24 | 0400522 | BLACKHAWK HOTEL | 165.31 | | 08/28/24 |
| | | HOTEL STAY FOR PRESENTER | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 165.31 | .00 | 165.31 |
| 101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 15 | | 03/25 | AP | 07/29/24 | 0400530 | NEWMAN, BOBBI | 1,700.00 | | 08/28/24 |
| | | WORKPLACE WELLBEING FEE | | | | FOR PRESENTER | | | |
| | | | | | | ACCOUNT TOTAL | 1,700.00 | .00 | 1,700.00 |
| 101-1060-423.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 14 | | 03/25 | AP | 08/05/24 | 0400523 | CEDAR FALLS UTILITIES | 5,893.49 | | 08/28/24 |
| | | LIBRARY UTILITIES | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 5,893.49 | .00 | 5,893.49 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | |
| 15 | | 03/25 | AP | 08/19/24 | 0400538 | VESTIS | 23.55 | | 08/28/24 |
| | | LIBRARY MAT SERVICE | | | | | | | |
| 14 | | 03/25 | AP | 08/12/24 | 0400525 | CITY LAUNDERING CO. | 117.85 | | 08/28/24 |
| | | FIRST AID SUPPLY SERVICE- | | | | LIBRARY | | | |
| 14 | | 03/25 | AP | 08/05/24 | 0400538 | VESTIS | 23.55 | | 08/28/24 |
| | | LIBRARY MAT SERVICE | | | | | | | |
| 14 | | 03/25 | AP | 08/03/24 | 0400536 | SHRED-IT USA | 55.13 | | 08/28/24 |
| | | DOCUMENT DESTRUCTION | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007622 | PROFESSIONAL SOLUTIONS | 29.60 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 249.68 | .00 | 249.68 |
| 101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS | | | | | | | | | |
| 15 | | 03/25 | AP | 08/20/24 | 0400520 | BAKER & TAYLOR BOOKS | 76.96 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/19/24 | 0400520 | BAKER & TAYLOR BOOKS | 497.93 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/15/24 | 0400520 | BAKER & TAYLOR BOOKS | 173.74 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/13/24 | 0400520 | BAKER & TAYLOR BOOKS | 229.93 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/13/24 | 0400539 | WATERLOO PUBLIC LIBRARY | 12.50 | | 08/28/24 |
| | | ADULT BOOKS (LOST ITEM) | | | | | | | |
| 14 | | 03/25 | AP | 08/12/24 | 0400520 | BAKER & TAYLOR BOOKS | 459.72 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/08/24 | 0400520 | BAKER & TAYLOR BOOKS | 115.70 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/07/24 | 0400539 | WATERLOO PUBLIC LIBRARY | 15.50 | | 08/28/24 |
| | | ADULT BOOKS (LOST BOOK) | | | | | | | |
| 14 | | 03/25 | AP | 08/06/24 | 0400520 | BAKER & TAYLOR BOOKS | 190.38 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/05/24 | 0400520 | BAKER & TAYLOR BOOKS | 504.95 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/01/24 | 0400520 | BAKER & TAYLOR BOOKS | 322.66 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/31/24 | 0400520 | BAKER & TAYLOR BOOKS | 90.50 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/30/24 | 0400520 | BAKER & TAYLOR BOOKS | 48.42 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/26/24 | 0400520 | BAKER & TAYLOR BOOKS | 270.66 | | 08/28/24 |
| | | ADULT BOOKS | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 3,009.55 | .00 | 3,009.55 |
| 101-1060-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS | | | | | | | | | |
| 15 | | 03/25 | AP | 08/20/24 | 0400520 | BAKER & TAYLOR BOOKS | 33.63 | | 08/28/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1060-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS | | | | | | | continued | | |
| | | YOUNG ADULT BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/15/24 | 0400520 | BAKER & TAYLOR BOOKS | 340.39 | | 08/28/24 |
| | | YOUNG ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/13/24 | 0400520 | BAKER & TAYLOR BOOKS | 97.94 | | 08/28/24 |
| | | YOUNG ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/08/24 | 0400520 | BAKER & TAYLOR BOOKS | 48.37 | | 08/28/24 |
| | | YOUNG ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/06/24 | 0400520 | BAKER & TAYLOR BOOKS | 38.37 | | 08/28/24 |
| | | YOUNG ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/05/24 | 0400520 | BAKER & TAYLOR BOOKS | 10.26 | | 08/28/24 |
| | | YOUNG ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/31/24 | 0400520 | BAKER & TAYLOR BOOKS | 212.69 | | 08/28/24 |
| | | YOUNG ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/30/24 | 0400520 | BAKER & TAYLOR BOOKS | 43.99 | | 08/28/24 |
| | | YOUNG ADULT BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/26/24 | 0400520 | BAKER & TAYLOR BOOKS | 929.08 | | 08/28/24 |
| | | YOUNG ADULT BOOKS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 1,754.72 | .00 | 1,754.72 |
| 101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS | | | | | | | | | |
| 15 | | 03/25 | AP | 08/20/24 | 0400520 | BAKER & TAYLOR BOOKS | 461.32 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/19/24 | 0400520 | BAKER & TAYLOR BOOKS | 83.50 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/15/24 | 0400520 | BAKER & TAYLOR BOOKS | 82.86 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/13/24 | 0400520 | BAKER & TAYLOR BOOKS | 7.18 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/08/24 | 0400520 | BAKER & TAYLOR BOOKS | 116.46 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/08/24 | 0400528 | MICROMARKETING, LLC | 41.58 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/06/24 | 0400520 | BAKER & TAYLOR BOOKS | 114.99 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/06/24 | 0400528 | MICROMARKETING, LLC | 66.88 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/05/24 | 0400520 | BAKER & TAYLOR BOOKS | 552.55 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/30/24 | 0400520 | BAKER & TAYLOR BOOKS | 669.64 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/30/24 | 0400532 | PLAYAWAY PRODUCTS | 58.99 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/26/24 | 0400520 | BAKER & TAYLOR BOOKS | 23.71 | | 08/28/24 |
| | | YOUTH BOOKS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 2,279.66 | .00 | 2,279.66 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1060-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO | | | | | | | | | |
| 15 | | 03/25 | AP | 08/20/24 | 0400520 | BAKER & TAYLOR BOOKS | 21.99 | | 08/28/24 |
| | | ADULT CD BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/19/24 | 0400532 | PLAYAWAY PRODUCTS | 24.99 | | 08/28/24 |
| | | ADULT PLAYAWAYS | | | | | | | |
| 14 | | 03/25 | AP | 08/13/24 | 0400520 | BAKER & TAYLOR BOOKS | 21.99 | | 08/28/24 |
| | | ADULT CD BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/12/24 | 0400520 | BAKER & TAYLOR BOOKS | 21.99 | | 08/28/24 |
| | | ADULT CD BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/01/24 | 0400520 | BAKER & TAYLOR BOOKS | 78.62 | | 08/28/24 |
| | | ADULT CD BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/31/24 | 0400520 | BAKER & TAYLOR BOOKS | 21.99 | | 08/28/24 |
| | | ADULT CD BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/26/24 | 0400520 | BAKER & TAYLOR BOOKS | 36.84 | | 08/28/24 |
| | | ADULT CD BOOKS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 228.41 | .00 | 228.41 |
| 101-1060-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO | | | | | | | | | |
| 15 | | 03/25 | AP | 08/16/24 | 0400521 | BAKER & TAYLOR ENTERTAINMENT | 17.49 | | 08/28/24 |
| | | ADULT VIDEOS | | | | | | | |
| 14 | | 03/25 | AP | 08/12/24 | 0400521 | BAKER & TAYLOR ENTERTAINMENT | 35.68 | | 08/28/24 |
| | | ADULT VIDEOS | | | | | | | |
| 15 | | 03/25 | AP | 08/12/24 | 0400521 | BAKER & TAYLOR ENTERTAINMENT | 24.49 | | 08/28/24 |
| | | ADULT VIDEOS | | | | | | | |
| 14 | | 03/25 | AP | 08/09/24 | 0400521 | BAKER & TAYLOR ENTERTAINMENT | 162.33 | | 08/28/24 |
| | | ADULT VIDEOS | | | | | | | |
| 14 | | 03/25 | AP | 08/01/24 | 0400521 | BAKER & TAYLOR ENTERTAINMENT | 326.07 | | 08/28/24 |
| | | ADULT VIDEOS | | | | | | | |
| 14 | | 03/25 | AP | 07/26/24 | 0400521 | BAKER & TAYLOR ENTERTAINMENT | 48.98 | | 08/28/24 |
| | | ADULT VIDEOS | | | | | | | |
| 14 | | 03/25 | AP | 07/26/24 | 0400521 | BAKER & TAYLOR ENTERTAINMENT | 45.45 | | 08/28/24 |
| | | ADULT VIDEOS | | | | | | | |
| 14 | | 03/25 | AP | 07/25/24 | 0400521 | BAKER & TAYLOR ENTERTAINMENT | 115.43 | | 08/28/24 |
| | | ADULT VIDEOS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 775.92 | .00 | 775.92 |
| 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | | | | |
| 15 | | 03/25 | AP | 08/05/24 | 0400540 | WAYLAND, TOBIAS | 200.00 | | 08/28/24 |
| | | FOTL:ADULT-PRESENTER FEE | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 200.00 | .00 | 200.00 |
| 101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. | | | | | | | | | |
| 15 | | 03/25 | AP | 08/15/24 | 0400520 | BAKER & TAYLOR BOOKS | 16.17 | | 08/28/24 |
| | | BERG 2 RMB SLP '24-YOUTH | | | | BOOKS | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. continued | | | | | | | | | |
| 14 | | 03/25 | AP | 08/08/24 | 0400534 | SCIENCE CENTER OF IOWA | 450.00 | | 08/28/24 |
| | | RAY 2 RMB ADVENTURE PASS- | | | | PASSES (X2) | | | |
| 14 | | 03/25 | AP | 08/05/24 | 0400520 | BAKER & TAYLOR BOOKS | 16.17 | | 08/28/24 |
| | | BERG 2 RMB SLP '24-YOUNG | | | | ADULT BOOKS | | | |
| 14 | | 03/25 | AP | 08/05/24 | 0400520 | BAKER & TAYLOR BOOKS | 46.69 | | 08/28/24 |
| | | BERG 2 RMB SLP '24-YOUTH | | | | BOOKS | | | |
| 14 | | 03/25 | AP | 08/01/24 | 0400520 | BAKER & TAYLOR BOOKS | 186.75 | | 08/28/24 |
| | | BERG 2 RMB SLP '24-YOUTH | | | | BOOKS | | | |
| 14 | | 03/25 | AP | 07/31/24 | 0400520 | BAKER & TAYLOR BOOKS | 111.55 | | 08/28/24 |
| | | BERG 2 RMB SLP '24-YOUNG | | | | ADULT BOOKS | | | |
| 14 | | 03/25 | AP | 07/31/24 | 0400520 | BAKER & TAYLOR BOOKS | 41.50 | | 08/28/24 |
| | | BERG 2 RMB SLP '24-YOUTH | | | | BOOKS | | | |
| 14 | | 03/25 | AP | 07/30/24 | 0400520 | BAKER & TAYLOR BOOKS | 5.98 | | 08/28/24 |
| | | BERG 2 RMB SLP '24-YOUTH | | | | BOOKS | | | |
| 14 | | 03/25 | AP | 07/26/24 | 0400520 | BAKER & TAYLOR BOOKS | 35.92 | | 08/28/24 |
| | | BERG 2 RMB SLP '24-YOUTH | | | | BOOKS | | | |
| | | ACCOUNT TOTAL | | | | | 910.73 | .00 | 910.73 |
| 101-1060-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO | | | | | | | | | |
| 14 | | 03/25 | AP | 08/01/24 | 0400532 | PLAYAWAY PRODUCTS | 74.99 | | 08/28/24 |
| | | YOUTH LAUNCHPADS | | | | | | | |
| 14 | | 03/25 | AP | 07/25/24 | 0400529 | MIDWEST TAPE, LLC | 93.72 | | 08/28/24 |
| | | YOUTH VIDEOS | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 168.71 | .00 | 168.71 |
| 101-1060-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO | | | | | | | | | |
| 14 | | 03/25 | AP | 07/31/24 | 0400520 | BAKER & TAYLOR BOOKS | 75.81 | | 08/28/24 |
| | | YOUNG ADULT CD BOOKS | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 75.81 | .00 | 75.81 |
| 101-1060-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS | | | | | | | | | |
| 15 | | 03/25 | AP | 08/20/24 | 0400531 | OVERDRIVE, INC. | 87.49 | | 08/28/24 |
| | | ADULT E-BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/20/24 | 0400531 | OVERDRIVE, INC. | 47.50 | | 08/28/24 |
| | | ADULT AUDIO BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/19/24 | 0400531 | OVERDRIVE, INC. | 27.50 | | 08/28/24 |
| | | ADULT E-BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/19/24 | 0400531 | OVERDRIVE, INC. | 77.19 | | 08/28/24 |
| | | ADULT AUDIO BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/15/24 | 0400531 | OVERDRIVE, INC. | 101.16 | | 08/28/24 |
| | | ADULT E-BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/15/24 | 0400531 | OVERDRIVE, INC. | 38.00 | | 08/28/24 |
| | | ADULT AUDIO BOOKS | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | TRANSACTION CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE / POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1060-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS | | | | | | | continued | | |
| 15 | | 03/25 | AP | 08/14/24 | 0400531 | OVERDRIVE, INC. | 135.78 | | 08/28/24 |
| | | ADULT E-BOOKS | | | | | | | |
| 15 | | 03/25 | AP | 08/14/24 | 0400531 | OVERDRIVE, INC. | 92.99 | | 08/28/24 |
| | | ADULT AUDIO BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/13/24 | 0400531 | OVERDRIVE, INC. | 179.99 | | 08/28/24 |
| | | ADULT E-BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/13/24 | 0400531 | OVERDRIVE, INC. | 79.99 | | 08/28/24 |
| | | ADULT AUDIO BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/09/24 | 0400531 | OVERDRIVE, INC. | 294.69 | | 08/28/24 |
| | | ADULT E-BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/09/24 | 0400531 | OVERDRIVE, INC. | 394.36 | | 08/28/24 |
| | | ADULT AUDIO BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/06/24 | 0400531 | OVERDRIVE, INC. | 33.98 | | 08/28/24 |
| | | ADULT E-BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/02/24 | 0400531 | OVERDRIVE, INC. | 176.69 | | 08/28/24 |
| | | ADULT E-BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 08/02/24 | 0400531 | OVERDRIVE, INC. | 191.73 | | 08/28/24 |
| | | ADULT AUDIO BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/31/24 | 0400531 | OVERDRIVE, INC. | 260.45 | | 08/28/24 |
| | | ADULT E-BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/31/24 | 0400531 | OVERDRIVE, INC. | 329.95 | | 08/28/24 |
| | | ADULT AUDIO BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/30/24 | 0400531 | OVERDRIVE, INC. | 114.99 | | 08/28/24 |
| | | ADULT E-BOOKS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 2,664.43 | .00 | 2,664.43 |
| 101-1060-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS | | | | | | | | | |
| 14 | | 03/25 | AP | 07/31/24 | 0400531 | OVERDRIVE, INC. | 50.00 | | 08/28/24 |
| | | YOUTH E-BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/31/24 | 0400531 | OVERDRIVE, INC. | 56.95 | | 08/28/24 |
| | | YOUTH AUDIO BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/26/24 | 0400531 | OVERDRIVE, INC. | 510.96 | | 08/28/24 |
| | | YOUTH E-BOOKS | | | | | | | |
| 14 | | 03/25 | AP | 07/26/24 | 0400531 | OVERDRIVE, INC. | 265.74 | | 08/28/24 |
| | | YOUTH AUDIO BOOKS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 883.65 | .00 | 883.65 |
| 101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY | | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007613 | PROFESSIONAL SOLUTIONS | 40.41 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 40.41 | .00 | 40.41 |
| 101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | continued | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007617 | PROFESSIONAL SOLUTIONS | 868.22 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007618 | PROFESSIONAL SOLUTIONS | 340.59 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 1,208.81 | .00 | 1,208.81 |
| 101-2253-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 203 | | 02/25 | AP | 08/15/24 | 0007607 | ISOLVED BENEFIT SERVICES, INC | 24.65 | | 09/04/24 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 24.65 | .00 | 24.65 |
| 101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | |
| 343 | | 02/25 | AP | 08/23/24 | 0400487 | BRINKER, OWEN | 30.00 | | 08/29/24 |
| | | UMPIRING | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 30.00 | .00 | 30.00 |
| 101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS | | | | | | | | | |
| 387 | | 03/25 | AP | 09/04/24 | 0400542 | JAMES KATCHER | 500.00 | | 09/06/24 |
| | | REFUND-SECURITY DEPOSIT | | | | BEACH HOUSE | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400496 | BO GROSSE | 90.00 | | 09/04/24 |
| | | REFUND-POOL PASS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 590.00 | .00 | 590.00 |
| 101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007620 | PROFESSIONAL SOLUTIONS | 644.90 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007621 | PROFESSIONAL SOLUTIONS | 1,770.49 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007623 | PROFESSIONAL SOLUTIONS | 847.56 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007614 | PROFESSIONAL SOLUTIONS | 845.50 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 4,108.45 | .00 | 4,108.45 |
| 101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007615 | PROFESSIONAL SOLUTIONS | 28.54 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007614 | PROFESSIONAL SOLUTIONS | 52.52 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE / POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | continued | | | |
| | | | | | | ACCOUNT TOTAL | 81.06 | .00 | 81.06 |
| 101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 203 | | 02/25 | AP | 08/15/24 | 0007607 | ISOLVED BENEFIT SERVICES, INC | 15.30 | | 09/04/24 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 15.30 | .00 | 15.30 |
| 101-4511-414.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 387 | | 03/25 | AP | 08/20/24 | 0400541 | CEDAR FALLS UTILITIES | 308.06 | | 09/06/24 |
| | | UTILITIES THRU 08/20/24 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 308.06 | .00 | 308.06 |
| 101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | | | | |
| 405 | | 03/25 | AP | 07/16/24 | 0400545 | BROWN, DEREK | 213.95 | | 09/10/24 |
| | | RMB:BOOTS-QUARTERMASTER | | | | SILVER SPUR SADDLESHOP | | | |
| | | | | | | ACCOUNT TOTAL | 213.95 | .00 | 213.95 |
| 101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 203 | | 02/25 | AP | 08/15/24 | 0007607 | ISOLVED BENEFIT SERVICES, INC | 527.69 | | 09/04/24 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 527.69 | .00 | 527.69 |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 387 | | 03/25 | AP | 08/20/24 | 0400541 | CEDAR FALLS UTILITIES | 38.03 | | 09/06/24 |
| | | UTILITIES THRU 08/20/24 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 38.03 | .00 | 38.03 |
| 101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT | | | | | | | | | |
| 343 | | 02/25 | AP | 08/10/24 | 0400491 | U.S. CELLULAR | 54.16 | | 08/29/24 |
| | | PSS REOLINK CAMERAS | | | | 08/09-09/08/24 | | | |
| | | | | | | ACCOUNT TOTAL | 54.16 | .00 | 54.16 |
| 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | | | | | | | |
| 368 | | 03/25 | AP | 08/25/24 | 0400504 | LADAGE, ZACH | 106.99 | | 09/04/24 |
| | | RMB:OPT.EQUIP.-FLASHLIGHT | | | | AMAZON.COM | | | |

| GROUP NBR | PO NBR | ACCTG PER. | TRANSACTION CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE / POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | | | | continued | | | |
| 368 | | 03/25 | AP | 08/08/24 | 0400510 | SCHARNAU, DYLAN | 70.07 | | 09/04/24 |
| | | RMB:OPT.EQUIP.-HOLSTER | | | | T-REX ARMS | | | |
| 368 | | 03/25 | AP | 08/08/24 | 0400510 | SCHARNAU, DYLAN | 75.16 | | 09/04/24 |
| | | RMB:OPT.EQP-MAG/CUFF CAR. | | | | T-REX ARMS | | | |
| | | ACCOUNT TOTAL | | | | | 252.22 | .00 | 252.22 |
| 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | |
| 343 | | 02/25 | AP | 08/23/24 | 0400490 | SCHWAN, KENDALL | 177.52 | | 08/29/24 |
| | | RMB:MEALS-RIFLE INST.SCH. | | | | DES MOINES | | | |
| 343 | | 02/25 | AP | 08/23/24 | 0400488 | FEY, THOMAS | 127.00 | | 08/29/24 |
| | | RMB:MEALS-RIFLE INST.SCH. | | | | DES MOINES | | | |
| 343 | | 02/25 | AP | 08/23/24 | 0400489 | KRAMER, JOHN | 168.68 | | 08/29/24 |
| | | RMB:TRVL.-RIFLE INST.SCH. | | | | DES MOINES | | | |
| | | ACCOUNT TOTAL | | | | | 473.20 | .00 | 473.20 |
| 101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY | | | | | | | | | |
| 368 | | 03/25 | AP | 09/03/24 | 0400518 | YAKLICH, AIDEN | 300.00 | | 09/04/24 |
| | | RMB:MEALS-HAWKEYE ACADMEY | | | | PER DIEM | | | |
| 368 | | 03/25 | AP | 09/03/24 | 0400497 | CORDOVA, ELIAN | 300.00 | | 09/04/24 |
| | | RMB:MEALS-HAWKEYE ACADMEY | | | | PER DIEM | | | |
| 368 | | 03/25 | AP | 09/03/24 | 0400501 | JACOBSON, JORDON | 300.00 | | 09/04/24 |
| | | RMB:MEALS-HAWKEYE ACADMEY | | | | PER DIEM | | | |
| | | ACCOUNT TOTAL | | | | | 900.00 | .00 | 900.00 |
| 101-5521-415.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007612 | PROFESSIONAL SOLUTIONS | 42.81 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 42.81 | .00 | 42.81 |
| 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | | | | |
| 368 | | 03/25 | AP | 08/20/24 | 0400504 | LADAGE, ZACH | 113.42 | | 09/04/24 |
| | | RMB:UNIFORM ALLOWANCE | | | | AMAZON.COM | | | |
| 368 | | 03/25 | AP | 08/16/24 | 0400492 | BELZ, MATTHEW | 38.90 | | 09/04/24 |
| | | RMB:UNIFORM ALLOWANCE | | | | KOHL'S | | | |
| 368 | | 03/25 | AP | 08/10/24 | 0400492 | BELZ, MATTHEW | 64.18 | | 09/04/24 |
| | | RMB:UNIFORM ALLOWANCE | | | | SHOE CARNIVAL | | | |
| 368 | | 03/25 | AP | 08/10/24 | 0400500 | FERGUSON, CLINTON | 118.72 | | 09/04/24 |
| | | RMB:UNIFORM ALLOWANCE | | | | UNDERARMOUR.COM | | | |
| | | ACCOUNT TOTAL | | | | | 335.22 | .00 | 335.22 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 387 | | 03/25 | AP | 08/20/24 | 0400544 | ROBERT & TRACY SHADLE | 675.00 | | 09/06/24 |
| | | REF.-FAIRVIEW BURIAL LOTS | | | | SPACE 3, LOT 158, BLK 1 | | | |
| | | | | | | ACCOUNT TOTAL | 675.00 | .00 | 675.00 |
| 101-6613-433.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 387 | | 03/25 | AP | 08/20/24 | 0400541 | CEDAR FALLS UTILITIES | 142.62 | | 09/06/24 |
| | | UTILITIES THRU 08/20/24 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 142.62 | .00 | 142.62 |
| 101-6616-446.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 387 | | 03/25 | AP | 08/20/24 | 0400541 | CEDAR FALLS UTILITIES | 885.46 | | 09/06/24 |
| | | UTILITIES THRU 08/20/24 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 885.46 | .00 | 885.46 |
| 101-6623-423.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 387 | | 03/25 | AP | 08/20/24 | 0400541 | CEDAR FALLS UTILITIES | 332.60 | | 09/06/24 |
| | | UTILITIES THRU 08/20/24 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 332.60 | .00 | 332.60 |
| 101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 203 | | 02/25 | AP | 08/15/24 | 0007607 | ISOLVED BENEFIT SERVICES, INC | 46.26 | | 09/04/24 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 46.26 | .00 | 46.26 |
| 101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE | | | | | | | | | |
| 368 | | 03/25 | AP | 08/20/24 | 0400508 | MIDAMERICAN ENERGY | 10.44 | | 09/04/24 |
| | | FINCHFORD RIVER GAUGE | | | | 07/22-08/20/24 | | | |
| | | | | | | ACCOUNT TOTAL | 10.44 | .00 | 10.44 |
| 101-6633-423.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 387 | | 03/25 | AP | 08/20/24 | 0400541 | CEDAR FALLS UTILITIES | 222.08 | | 09/06/24 |
| | | UTILITIES THRU 08/20/24 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 222.08 | .00 | 222.08 |
| | | | | | | FUND TOTAL | 45,120.14 | .00 | 45,120.14 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 203 TAX INCREMENT FINANCING | | | | | | | | | |
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| 206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 368 | | 03/25 | AP | 09/04/24 | 0400507 | MARY R. FOGARTY | 413,750.33 | | 09/04/24 |
| | | 3341-HWY.57 &UNION RD.INT | | | | PURCHASE AGRMT-4109 W.1ST | | | |
| PROJECT#: | | 023341 | | | | | | | |
| 368 | | 03/25 | AP | 09/04/24 | 0400506 | MARY FOGARTY | 5,000.00 | | 09/04/24 |
| | | 3341-HWY.57 &UNION RD.INT | | | | RELOCAT.ALLOW.-4109 W.1ST | | | |
| PROJECT#: | | 023341 | | | | | | | |
| 368 | | 03/25 | AP | 09/04/24 | 0400494 | BLACK HAWK CO.RECORDER | 671.20 | | 09/04/24 |
| | | TRANSFER TAX-FOGARTY | | | | 4109 W.1ST STREET | | | |
| PROJECT#: | | 023341 | | | | | | | |
| 368 | | 03/25 | AP | 09/04/24 | 0400495 | BLACK HAWK CO.TREASURER | 4,814.47 | | 09/04/24 |
| | | PRO-RATED TAXES-FOGARTY | | | | 4109 W.1ST STREET | | | |
| PROJECT#: | | 023341 | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 424,236.00 | .00 | 424,236.00 |
| 206-6647-436.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 387 | | 03/25 | AP | 08/20/24 | 0400541 | CEDAR FALLS UTILITIES | 792.18 | | 09/06/24 |
| | | UTILITIES THRU 08/20/24 | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 792.18 | .00 | 792.18 |
| | | FUND TOTAL | | | | | 425,028.18 | .00 | 425,028.18 |
| FUND 215 HOSPITAL FUND | | | | | | | | | |
| FUND 216 POLICE BLOCK GRANT FUND | | | | | | | | | |
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040476 | BAUCH, JAMES C | 322.00 | | 08/30/24 |
| | | HAP_Lewis H 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040525 | RINNELS, DOUGLAS G. | 850.00 | | 08/30/24 |
| | | HAP_Hoffman K 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040484 | CHESTNUT, SHAWN | 520.00 | | 08/30/24 |
| | | HAP_Chestnut N 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040494 | EXCEPTIONAL PERSONS,INC. | 53.00 | | 08/30/24 |
| | | HAP_Epperson M 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040494 | EXCEPTIONAL PERSONS,INC. | 425.00 | | 08/30/24 |
| | | HAP_Blake M 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040494 | EXCEPTIONAL PERSONS,INC. | 40.00 | | 08/30/24 |
| | | HAP_Houdek C 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040494 | EXCEPTIONAL PERSONS,INC. | 287.00 | | 08/30/24 |
| | | HAP_Poldberg J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040494 | EXCEPTIONAL PERSONS,INC. | 418.00 | | 08/30/24 |
| | | HAP_Myers J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040494 | EXCEPTIONAL PERSONS,INC. | 388.00 | | 08/30/24 |
| | | HAP_Nissen A 092024 | | | | | | | |

FUND 217 SECTION 8 HOUSING FUND
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| 350 | | 03/25 | AP | 09/01/24 | 0040494 | EXCEPTIONAL PERSONS,INC. | 414.00 | | 08/30/24 |
| | | HAP_Anderson B 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040494 | EXCEPTIONAL PERSONS,INC. | 425.00 | | 08/30/24 |
| | | HAP_Moore M 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040498 | GOLD FALLS VILLA | 482.00 | | 08/30/24 |
| | | HAP_Shuman J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040496 | GEELAN, JOSEPH N. | 356.00 | | 08/30/24 |
| | | HAP_Juhl A 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040500 | GRAY, LEROY L. OR CAROLYN K. | 728.00 | | 08/30/24 |
| | | HAP_Fry S 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040473 | BARTELT PROPERTIES L.C. | 1,050.00 | | 08/30/24 |
| | | HAP_Avino G 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040473 | BARTELT PROPERTIES L.C. | 541.00 | | 08/30/24 |
| | | HAP_Luck L 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040473 | BARTELT PROPERTIES L.C. | 454.00 | | 08/30/24 |
| | | HAP_Woodward C 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040488 | COUNTRY TERRACE | 137.00 | | 08/30/24 |
| | | HAP_Ackley D 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040534 | VALDIVIA, OSCAR J. | 1,049.00 | | 08/30/24 |
| | | HAP_Davis C 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040538 | WILKEN PROPERTIES, LLC | 860.00 | | 08/30/24 |
| | | HAP_Barfels K 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040538 | WILKEN PROPERTIES, LLC | 405.00 | | 08/30/24 |
| | | HAP_Andersen L 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040538 | WILKEN PROPERTIES, LLC | 145.00 | | 08/30/24 |
| | | HAP_Godbey J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040538 | WILKEN PROPERTIES, LLC | 425.00 | | 08/30/24 |
| | | HAP_Jackson S 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040538 | WILKEN PROPERTIES, LLC | 272.00 | | 08/30/24 |
| | | HAP_Grovo D 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040523 | PURDY PROPERTIES, LLC | 1,010.00 | | 08/30/24 |
| | | HAP_Cummings A 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040477 | BETH N BROS LLC | 838.00 | | 08/30/24 |
| | | HAP_Beaman D 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040490 | D & J PROPERTIES | 707.00 | | 08/30/24 |
| | | HAP_Burkhardt J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040490 | D & J PROPERTIES | 600.00 | | 08/30/24 |
| | | HAP_Grant F 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040490 | D & J PROPERTIES | 401.00 | | 08/30/24 |
| | | HAP_Rogers S 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040490 | D & J PROPERTIES | 775.00 | | 08/30/24 |
| | | HAP_Keys A 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040490 | D & J PROPERTIES | 775.00 | | 08/30/24 |
| | | HAP_Mitchell L 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040483 | CHANERMAN LLC | 627.00 | | 08/30/24 |
| | | HAP_Bernstrom J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040528 | STANDARD FAMILY ASSIST.LIVING | 275.00 | | 08/30/24 |
| | | HAP_Refshauge T 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040480 | CEDAR APARTMENTS LLC | 237.00 | | 08/30/24 |

| GROUP NBR | PO NBR | ACCTG PER. | TRANSACTION CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued | | | | | | | | | |
| | | | | | | HAP_Becerra C 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040480 | CEDAR APARTMENTS LLC | 309.00 | | 08/30/24 |
| | | | | | | HAP_Groskurth D 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040530 | SWEETING, LARRY | 1,000.00 | | 08/30/24 |
| | | | | | | HAP_Schumacher D 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040486 | CITY OF CARLSBAD | 3,642.00 | | 08/30/24 |
| | | | | | | HAP_Levry S 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040504 | HUNNY HOMES, LLC | 739.00 | | 08/30/24 |
| | | | | | | HAP_Lange S 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040505 | IACE LINCOLN MHP LLC | 625.00 | | 08/30/24 |
| | | | | | | HAP_Rule S 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040505 | IACE LINCOLN MHP LLC | 340.00 | | 08/30/24 |
| | | | | | | HAP_Cochran S 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040505 | IACE LINCOLN MHP LLC | 357.00 | | 08/30/24 |
| | | | | | | HAP_Jones T 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040505 | IACE LINCOLN MHP LLC | 485.00 | | 08/30/24 |
| | | | | | | HAP_Wilder S 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040537 | WASSERFORT, JOAN K. | 1,048.00 | | 08/30/24 |
| | | | | | | HAP_Vasquez A 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040472 | BARKER, CARMEN | 800.00 | | 08/30/24 |
| | | | | | | HAP_Nimmo J 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 49.00 | | 08/30/24 |
| | | | | | | HAP_Powell A 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 546.00 | | 08/30/24 |
| | | | | | | HAP_Johnson B 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 447.00 | | 08/30/24 |
| | | | | | | HAP_Gray P 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 538.00 | | 08/30/24 |
| | | | | | | HAP_Sturgeon C 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 609.00 | | 08/30/24 |
| | | | | | | HAP_Mahler D 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 542.00 | | 08/30/24 |
| | | | | | | HAP_Siebel M 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 370.00 | | 08/30/24 |
| | | | | | | HAP_Cannon K 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 293.00 | | 08/30/24 |
| | | | | | | HAP_Bruns K 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 311.00 | | 08/30/24 |
| | | | | | | HAP_Duwa C 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 490.00 | | 08/30/24 |
| | | | | | | HAP_Kelly K 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 481.00 | | 08/30/24 |
| | | | | | | HAP_Brown G 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 439.00 | | 08/30/24 |
| | | | | | | HAP_Overkamp D 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 540.00 | | 08/30/24 |
| | | | | | | HAP_Miller M 092024 | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 464.00 | | 08/30/24 |
| | | | | | | HAP_Deck J 092024 | | | |

FUND 217 SECTION 8 HOUSING FUND
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Welshans D 092024 | 160.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Lang M 092024 | 540.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Graas A 092024 | 440.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Delamore Jr D 092024 | 219.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Fain S 092024 | 496.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Schossow I 092024 | 514.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Newson C 092024 | 478.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Werner R 092024 | 790.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Beck J 092024 | 546.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Ali V 092024 | 674.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Sheppard L 092024 | 451.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Quackenbush K 092024 | 546.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Fremont G 092024 | 244.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Sandahl R 092024 | 524.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Hanson G 092024 | 432.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Miller E 092024 | 434.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Hansen T 092024 | 447.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Price R 092024 | 548.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Barber D 092024 | 441.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Richards S 092024 | 540.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Kampman B 092024 | 363.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Regenold S 092024 | 467.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Kenealy E 092024 | 540.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR HAP_Schultz B 092024 | 546.00 | | 08/30/24 |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 426.00 | | 08/30/24 |

FUND 217 SECTION 8 HOUSING FUND
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | HAP_Williamson P 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 489.00 | | | 08/30/24 |
| | | | | | | HAP_Baker A 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 276.00 | | | 08/30/24 |
| | | | | | | HAP_O'day J 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040521 | PARK @ NINE23 MANOR | 565.00 | | | 08/30/24 |
| | | | | | | HAP_Beebe B 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040475 | BARTLETT, LUKE | 921.00 | | | 08/30/24 |
| | | | | | | HAP_Lockard L 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040529 | STEIERT, BRYCE | 952.00 | | | 08/30/24 |
| | | | | | | HAP_Elanzo C 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040487 | CK MIDWEST HOME | 360.00 | | | 08/30/24 |
| | | | | | | HAP_Robins K 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 431.00 | | | 08/30/24 |
| | | | | | | HAP_Wright S 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 336.00 | | | 08/30/24 |
| | | | | | | HAP_Ford M 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 120.00 | | | 08/30/24 |
| | | | | | | HAP_Friedrich D 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 458.00 | | | 08/30/24 |
| | | | | | | HAP_Lebahn B 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 477.00 | | | 08/30/24 |
| | | | | | | HAP_Strickland L 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 233.00 | | | 08/30/24 |
| | | | | | | HAP_Matthias L 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 330.00 | | | 08/30/24 |
| | | | | | | HAP_Mackie N 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 509.00 | | | 08/30/24 |
| | | | | | | HAP_Stegen R 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 247.00 | | | 08/30/24 |
| | | | | | | HAP_Stock M 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 494.00 | | | 08/30/24 |
| | | | | | | HAP_Hayden J 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 594.00 | | | 08/30/24 |
| | | | | | | HAP_Howe J 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 61.00 | | | 08/30/24 |
| | | | | | | HAP_Lenz J 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 452.00 | | | 08/30/24 |
| | | | | | | HAP_Lewis C 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 497.00 | | | 08/30/24 |
| | | | | | | HAP_Greene L 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 320.00 | | | 08/30/24 |
| | | | | | | HAP_Wagner K 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 594.00 | | | 08/30/24 |
| | | | | | | HAP_Anderson J 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 175.00 | | | 08/30/24 |
| | | | | | | HAP_Brown J 092024 | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 439.00 | | | 08/30/24 |
| | | | | | | HAP_Shelton S 092024 | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued | | | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 394.00 | | 08/30/24 |
| | | HAP_Wright S 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 310.00 | | 08/30/24 |
| | | HAP_Birk J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 282.00 | | 08/30/24 |
| | | HAP_Garvis C 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040533 | THUNDER RIDGE SR.APARTMENTS L | 585.00 | | 08/30/24 |
| | | HAP_Lippert R 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 462.00 | | 08/30/24 |
| | | HAP_Moore D 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 156.00 | | 08/30/24 |
| | | HAP_Porter J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 328.00 | | 08/30/24 |
| | | HAP_Dixon S 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 405.00 | | 08/30/24 |
| | | HAP_Clark T 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 243.00 | | 08/30/24 |
| | | HAP_Bradley J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 531.00 | | 08/30/24 |
| | | HAP_Henderson D 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 312.00 | | 08/30/24 |
| | | HAP_Havlik C 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 531.00 | | 08/30/24 |
| | | HAP_Temple S 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 528.00 | | 08/30/24 |
| | | HAP_Gordon Jr. T 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 291.00 | | 08/30/24 |
| | | HAP_Vaughn S 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 548.00 | | 08/30/24 |
| | | HAP_Nelson B 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 506.00 | | 08/30/24 |
| | | HAP_Swartley J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 622.00 | | 08/30/24 |
| | | HAP_Ducharme T 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040535 | VILLAGE I AT NINE23 APARTMENT | 633.00 | | 08/30/24 |
| | | HAP_Prior L 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 81.00 | | 08/30/24 |
| | | BALM 4535924167 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 50.00 | | 08/30/24 |
| | | Jurries 7681775462 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 94.00 | | 08/30/24 |
| | | Rule 9816666531 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 221.00 | | 08/30/24 |
| | | Tranby 7598128389 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 80.00 | | 08/30/24 |
| | | Nimmo 2553475826 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 128.00 | | 08/30/24 |
| | | Young 1995063175 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 163.00 | | 08/30/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued | | | | | | | | | |
| | | Willis 3757004386 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 106.00 | | 08/30/24 |
| | | Davis 1373345676 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 248.00 | | 08/30/24 |
| | | Santiago-Lebron 873557879 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 81.00 | | 08/30/24 |
| | | Clinton 4729040291 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 189.00 | | 08/30/24 |
| | | Thomas 6458425307 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 74.00 | | 08/30/24 |
| | | Keys 7930305447 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 120.00 | | 08/30/24 |
| | | Schumacher 6504025619 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 130.00 | | 08/30/24 |
| | | Mitchell 0876307197 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040481 | CEDAR FALLS UTILITIES-SEC.8 | 197.00 | | 08/30/24 |
| | | Hoffman 1928441540 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040514 | MALBEC PROPERTIES, LLC | 411.00 | | 08/30/24 |
| | | HAP_Smith T 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040514 | MALBEC PROPERTIES, LLC | 544.00 | | 08/30/24 |
| | | HAP_Tomlyanovich C 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040514 | MALBEC PROPERTIES, LLC | 481.00 | | 08/30/24 |
| | | HAP_Hepker D 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 543.00 | | 08/30/24 |
| | | HAP_Hoffert J 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 582.00 | | 08/30/24 |
| | | HAP_Benson J 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 167.00 | | 08/30/24 |
| | | HAP_Pellitteri A 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 541.00 | | 08/30/24 |
| | | HAP_Hunt M 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 591.00 | | 08/30/24 |
| | | HAP_Ackerson B 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 275.00 | | 08/30/24 |
| | | HAP_Lam C 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 897.00 | | 08/30/24 |
| | | HAP_Dyer A 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 670.00 | | 08/30/24 |
| | | HAP_Ricks F 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 419.00 | | 08/30/24 |
| | | HAP_Wilson T 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 121.00 | | 08/30/24 |
| | | HAP_Hall T 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 486.00 | | 08/30/24 |
| | | HAP_Jones S 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 11.00 | | 08/30/24 |
| | | HAP_Sherwood S 092024 | | | | | | | |
| | 350 | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 1,250.00 | | 08/30/24 |
| | | HAP_Thomas S 092024 | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued | | | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 553.00 | | 08/30/24 |
| | | HAP_Cornwell T 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040485 | CHRISTOPHERSON RENTALS | 794.00 | | 08/30/24 |
| | | HAP_Tovar S 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040493 | EPM IOWA | 633.00 | | 08/30/24 |
| | | HAP_Thompson T 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040491 | DC MANAGEMENT, LLC | 597.00 | | 08/30/24 |
| | | HAP_Strickland S 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040512 | KROEMER, KRAIG | 750.00 | | 08/30/24 |
| | | HAP_Chapman J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040513 | LEGACY RESIDENTIAL | 374.00 | | 08/30/24 |
| | | HAP_Ross Z 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040519 | OWL INVESTMENTS, LLC | 544.00 | | 08/30/24 |
| | | HAP_Schroeder S 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040489 | CRESCENT CONDOMINIUMS, LLC | 465.00 | | 08/30/24 |
| | | HAP_Lohr K 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040526 | ROGERS, DERICK | 757.00 | | 08/30/24 |
| | | HAP_Sherwood J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040526 | ROGERS, DERICK | 1,373.00 | | 08/30/24 |
| | | HAP_Santiago-Lebro 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040509 | KAI, BRENT | 348.00 | | 08/30/24 |
| | | HAP_Hamilton T 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040517 | MORRIS, RICHARD R. | 1,200.00 | | 08/30/24 |
| | | HAP_Young C 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040527 | STAND FIRM PROPERTIES LLC | 484.00 | | 08/30/24 |
| | | HAP_Hodge G 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040527 | STAND FIRM PROPERTIES LLC | 737.00 | | 08/30/24 |
| | | HAP_Rousseau G 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040540 | WYMORE, LARRY R. | 237.00 | | 08/30/24 |
| | | HAP_MOFFETT J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040507 | JDR PROPERTIES, INC. | 202.00 | | 08/30/24 |
| | | HAP_Diaz J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040508 | JLL EXTENDED STAY INN | 462.00 | | 08/30/24 |
| | | HAP_Wester L 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040508 | JLL EXTENDED STAY INN | 213.00 | | 08/30/24 |
| | | HAP_Zanders D 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040508 | JLL EXTENDED STAY INN | 20.00 | | 08/30/24 |
| | | HAP_Pfeiffer M 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 414.00 | | 08/30/24 |
| | | HAP_Humphrey E 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 600.00 | | 08/30/24 |
| | | HAP_BALM D 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 434.00 | | 08/30/24 |
| | | HAP_Harmon A 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 714.00 | | 08/30/24 |
| | | HAP_Coleman P 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 409.00 | | 08/30/24 |
| | | HAP_Saccento J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 514.00 | | 08/30/24 |

FUND 217 SECTION 8 HOUSING FUND
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | HAP_Harken G 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 421.00 | | 08/30/24 |
| | | | | | | HAP_Dzapo S 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 535.00 | | 08/30/24 |
| | | | | | | HAP_Haug K 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 509.00 | | 08/30/24 |
| | | | | | | HAP_Loffredo C 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 582.00 | | 08/30/24 |
| | | | | | | HAP_Lane S 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 478.00 | | 08/30/24 |
| | | | | | | HAP_Wheeler S 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 402.00 | | 08/30/24 |
| | | | | | | HAP_Wilson J 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 244.00 | | 08/30/24 |
| | | | | | | HAP_Rogers J 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 547.00 | | 08/30/24 |
| | | | | | | HAP_Billman D 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 582.00 | | 08/30/24 |
| | | | | | | HAP_Garrigus S 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 785.00 | | 08/30/24 |
| | | | | | | HAP_Willis C 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 372.00 | | 08/30/24 |
| | | | | | | HAP_Cruise B 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 485.00 | | 08/30/24 |
| | | | | | | HAP_OBrien N 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 144.00 | | 08/30/24 |
| | | | | | | HAP_Hoodjer S 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040536 | VILLAGE II AT NINE23 APARTMEN | 289.00 | | 08/30/24 |
| | | | | | | HAP_O'dell J 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040502 | HOUSING AUTHORITY OF JOLIET | 978.00 | | 08/30/24 |
| | | | | | | HAP_Wilson Q 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040503 | HOWARD, BRAD | 547.00 | | 08/30/24 |
| | | | | | | HAP_Thrower M 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040524 | R & R RENTAL PROPERTIES, LLC | 531.00 | | 08/30/24 |
| | | | | | | HAP_Stewart J 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040501 | HAGEDORN, JEREMIAH | 837.00 | | 08/30/24 |
| | | | | | | HAP_Gottfried L 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040501 | HAGEDORN, JEREMIAH | 950.00 | | 08/30/24 |
| | | | | | | HAP_Clinton A 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040511 | KOG PROPERTIES LLC | 566.00 | | 08/30/24 |
| | | | | | | HAP_Allin L 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040499 | GOV, LLC | 1,024.00 | | 08/30/24 |
| | | | | | | HAP_Guzzle T 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040479 | CARL ERICSON | 806.00 | | 08/30/24 |
| | | | | | | HAP_Leohr K 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040479 | CARL ERICSON | 976.00 | | 08/30/24 |
| | | | | | | HAP_Burk B 092024 | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040479 | CARL ERICSON | 676.00 | | 08/30/24 |
| | | | | | | HAP_Cooper L 092024 | | | |

FUND 217 SECTION 8 HOUSING FUND
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued

| GROUP NBR | PO NBR | ACCTG PER. | TRANSACTION CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE / POST DT |
|---|---|---|---|---|---|---|---|---|---|
| 350 | | 03/25 | AP | 09/01/24 | 0040539 | WINGERT, BRIAN | 535.00 | | 08/30/24 |
| | | HAP_Holden K 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040518 | OAKVIEW PROPERTIES LLC | 1,000.00 | | 08/30/24 |
| | | HAP_Jurries P 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040482 | CEDAR VALLEY LIVING LLC | 367.00 | | 08/30/24 |
| | | HAP_White L 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040482 | CEDAR VALLEY LIVING LLC | 651.00 | | 08/30/24 |
| | | HAP_Johnson T 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040532 | THIRD AVE PLACE LLC | 748.00 | | 08/30/24 |
| | | HAP_Boehmer R 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040510 | KELLY PROPERTY INVESTMENTS LL | 240.00 | | 08/30/24 |
| | | HAP_Clayton R 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040516 | MCKERNAN, PAMELA | 448.00 | | 08/30/24 |
| | | HAP_Buchanan J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040515 | MCH INVESTMENTS LLC | 527.00 | | 08/30/24 |
| | | HAP_Langel A 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040515 | MCH INVESTMENTS LLC | 461.00 | | 08/30/24 |
| | | HAP_Barr G 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040522 | PAULSON, JAMES | 284.00 | | 08/30/24 |
| | | HAP_Bond J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040492 | ELMCREST ESTATES, L.C. | 524.00 | | 08/30/24 |
| | | HAP_Davis D 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040495 | G P MANAGEMENT LLC | 391.00 | | 08/30/24 |
| | | HAP_Wenzel J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040531 | T.J.J.C. L.L.C. | 264.00 | | 08/30/24 |
| | | HAP_Dornbrock M 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040531 | T.J.J.C. L.L.C. | 433.00 | | 08/30/24 |
| | | HAP_Fruchtenicht J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040531 | T.J.J.C. L.L.C. | 339.00 | | 08/30/24 |
| | | HAP_Beck D 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040531 | T.J.J.C. L.L.C. | 202.00 | | 08/30/24 |
| | | HAP_Hornback K 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040497 | GERDES III, BENJAMIN P. | 1,600.00 | | 08/30/24 |
| | | HAP_Tranby A 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040497 | GERDES III, BENJAMIN P. | 1,436.00 | | 08/30/24 |
| | | HAP_Orgell A 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040506 | J & A PROPERTIES | 788.00 | | 08/30/24 |
| | | HAP_Porter C 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040474 | BARTELT RENTALS L.C. | 873.00 | | 08/30/24 |
| | | HAP_Barton C 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040474 | BARTELT RENTALS L.C. | 914.00 | | 08/30/24 |
| | | HAP_Homan N 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040474 | BARTELT RENTALS L.C. | 632.00 | | 08/30/24 |
| | | HAP_Luck J 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040478 | C & H HOLDINGS LLC | 673.00 | | 08/30/24 |
| | | HAP_Ross S 092024 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 114,933.00 | .00 | 114,933.00 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS | | | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040486 | CITY OF CARLSBAD | 58.78 | | 08/30/24 |
| | | AF_Levry S 092024 | | | | | | | |
| 350 | | 03/25 | AP | 09/01/24 | 0040502 | HOUSING AUTHORITY OF JOLIET | 48.79 | | 08/30/24 |
| | | AF_Wilson Q 092024 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 107.57 | .00 | 107.57 |
| | | | | | | FUND TOTAL | 115,040.57 | .00 | 115,040.57 |
| FUND 223 COMMUNITY BLOCK GRANT | | | | | | | | | |
| 223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | |
| 343 | | 02/25 | AP | 08/23/24 | 0004904 | BLACK HAWK CO.RECORDER | 7.00 | | 08/29/24 |
| | | RCD:SATISFACT.& DISCHARGE | | | | D.HADENFELDT/T.GONZALEZ | | | |
| | | | | | | ACCOUNT TOTAL | 7.00 | .00 | 7.00 |
| | | | | | | FUND TOTAL | 7.00 | .00 | 7.00 |
| FUND 224 TRUST & AGENCY | | | | | | | | | |
| FUND 242 STREET REPAIR FUND | | | | | | | | | |
| FUND 254 CABLE TV FUND | | | | | | | | | |
| 254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007613 | PROFESSIONAL SOLUTIONS | .33 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| | | | | | | ACCOUNT TOTAL | .33 | .00 | .33 |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING | | | | | | | | | |
| 368 | | 03/25 | AP | 09/03/24 | 0400511 | SIMPSON, MARK | 125.00 | | 09/04/24 |
| | | CF VBALL-WATERLOO WEST | | | | ANNOUNCER | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 09/03/24 | 0400505 | LONGNECKER, JEREMIAH | 100.00 | | 09/04/24 |
| | | CF VBALL-WATERLOO WEST | | | | ANNOUNCER | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 09/03/24 | 0400498 | DEWITT, JASON | 100.00 | | 09/04/24 |
| | | CF VBALL-WATERLOO WEST | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 09/03/24 | 0400514 | SURMA, JOSEPH EDWARD | 100.00 | | 09/04/24 |
| | | CF VBALL-WATERLOO WEST | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 09/03/24 | 0400513 | STOW, CHRISTIAN | 100.00 | | 09/04/24 |
| | | CF VBALL-WATERLOO WEST | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 09/03/24 | 0400517 | WALTERS, CLAYTON | 100.00 | | 09/04/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE / POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 254 CABLE TV FUND | | | | | | | | | |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING continued | | | | | | | | | |
| | | CF VBALL-WATERLOO WEST | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 08/31/24 | 0400498 | DEWITT, JASON | 200.00 | | 09/04/24 |
| | | UNI FOOTBALL-VALPO | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 756 | | | | | | | |
| 368 | | 03/25 | AP | 08/31/24 | 0400514 | SURMA, JOSEPH EDWARD | 200.00 | | 09/04/24 |
| | | UNI FOOTBALL-VALPO | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 756 | | | | | | | |
| 368 | | 03/25 | AP | 08/31/24 | 0400513 | STOW, CHRISTIAN | 200.00 | | 09/04/24 |
| | | UNI FOOTBALL-VALPO | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 756 | | | | | | | |
| 368 | | 03/25 | AP | 08/31/24 | 0400517 | WALTERS, CLAYTON | 200.00 | | 09/04/24 |
| | | UNI FOOTBALL-VALPO | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 756 | | | | | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400517 | WALTERS, CLAYTON | 150.00 | | 09/04/24 |
| | | CF FOOTBALL-CR PRAIRIE | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400503 | KRESS, AGNES M | 125.00 | | 09/04/24 |
| | | CF FOOTBALL-CR PRAIRIE | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400513 | STOW, CHRISTIAN | 125.00 | | 09/04/24 |
| | | CF FOOTBALL-CR PRAIRIE | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400514 | SURMA, JOSEPH EDWARD | 125.00 | | 09/04/24 |
| | | CF FOOTBALL-CR PRAIRIE | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400498 | DEWITT, JASON | 125.00 | | 09/04/24 |
| | | CF FOOTBALL-CR PRAIRIE | | | | CAMERA OPERATOR | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400502 | JOACHIM, JOHN D | 100.00 | | 09/04/24 |
| | | CF FOOTBALL-CR PRAIRIE | | | | ANNOUNCER | | | |
| PROJECT#: | | 759 | | | | | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400511 | SIMPSON, MARK | 125.00 | | 09/04/24 |
| | | CF FOOTBALL-CR PRAIRIE | | | | ANNOUNCER | | | |
| PROJECT#: | | 759 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 2,300.00 | .00 | 2,300.00 |
| 254-1088-431.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | |
| 343 | | 02/25 | AP | 08/28/24 | 0400486 | BOWMAN, DENNY | 1,431.50 | | 08/29/24 |
| | | RMB:CAMERA RISER-MY STAGE | | | | PD.W/PRSNL.CC NOT PCARD | | | |
| | | | | | | ACCOUNT TOTAL | 1,431.50 | .00 | 1,431.50 |
| | | | | | | FUND TOTAL | 3,731.83 | .00 | 3,731.83 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|---|---|---|---|---|---|---|---|---|---|
| FUND 258 PARKING FUND | | | | | | | | | | |
| 258-5531-435.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007609 | PROFESSIONAL SOLUTIONS | 154.30 | | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007610 | PROFESSIONAL SOLUTIONS | 93.77 | | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007611 | PROFESSIONAL SOLUTIONS | 7.95 | | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007613 | PROFESSIONAL SOLUTIONS | 40.17 | | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 296.19 | .00 | 296.19 | |
| | | | | | | FUND TOTAL | 296.19 | .00 | 296.19 | |
| FUND 261 TOURISM & VISITORS | | | | | | | | | | |
| 261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 343 | | 02/25 | AP | 08/10/24 | 0400491 | U.S. CELLULAR | 23.75 | | | 08/29/24 |
| | | PHONE CHARGES | | | | 08/09-09/08/24 | | | | |
| | | | | | | ACCOUNT TOTAL | 23.75 | .00 | 23.75 | |
| 261-2291-423.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 387 | | 03/25 | AP | 08/20/24 | 0400541 | CEDAR FALLS UTILITIES | 85.34 | | | 09/06/24 |
| | | UTILITIES THRU 08/20/24 | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 85.34 | .00 | 85.34 | |
| 261-2291-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007616 | PROFESSIONAL SOLUTIONS | 14.72 | | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 14.72 | .00 | 14.72 | |
| | | | | | | FUND TOTAL | 123.81 | .00 | 123.81 | |
| FUND 262 SENIOR SERVICES & COMM CT | | | | | | | | | | |
| 262-1092-423.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 16 | | 03/25 | AP | 08/05/24 | 0400523 | CEDAR FALLS UTILITIES | 1,122.57 | | | 08/28/24 |
| | | COMMUNITY CENTR UTILITIES | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 1,122.57 | .00 | 1,122.57 | |
| | | | | | | FUND TOTAL | 1,122.57 | .00 | 1,122.57 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 291 POLICE FORFEITURE FUND | | | | | | | | | |
| 291-5521-415.89-41 MISCELLANEOUS SERVICES / POLICE EQUIPMENT | | | | | | | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400509 | PROSECUTING ATTORNEYS | 136.50 | | 09/04/24 |
| | | P. MCCULLY FORFEITURE | | | | | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400493 | BLACK HAWK CO.ATTORNEY | 136.50 | | 09/04/24 |
| | | P. MCCULLY FORFEITURE | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 273.00 | .00 | 273.00 |
| | | | | | | FUND TOTAL | 273.00 | .00 | 273.00 |
| FUND 292 POLICE RETIREMENT FUND | | | | | | | | | |
| 292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP | | | | | | | | | |
| 203 | | 02/25 | AP | 08/09/24 | 0007592 | EMC RISK SERVICES, LLC | 250.00 | | 09/04/24 |
| | | WORKER COMP-POLICE ADMIN | | | | | | | |
| 203 | | 02/25 | AP | 08/09/24 | 0007592 | EMC RISK SERVICES, LLC | 525.00 | | 09/04/24 |
| | | WC-POLICE-ANNUAL ADMIN | | | | | | | |
| 203 | | 02/25 | AP | 08/09/24 | 0007592 | EMC RISK SERVICES, LLC | 4,821.09 | | 09/04/24 |
| | | WORKER COMP-POLICE CLAIM | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 5,596.09 | .00 | 5,596.09 |
| | | | | | | FUND TOTAL | 5,596.09 | .00 | 5,596.09 |
| FUND 293 FIRE RETIREMENT FUND | | | | | | | | | |
| 293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP | | | | | | | | | |
| 203 | | 02/25 | AP | 08/09/24 | 0007592 | EMC RISK SERVICES, LLC | 225.00 | | 09/04/24 |
| | | WORKER COMP-FIRE ADMIN | | | | | | | |
| 203 | | 02/25 | AP | 08/09/24 | 0007592 | EMC RISK SERVICES, LLC | 525.00 | | 09/04/24 |
| | | WC-FIRE-ANNUAL ADMIN | | | | | | | |
| 203 | | 02/25 | AP | 08/09/24 | 0007592 | EMC RISK SERVICES, LLC | 2,567.12 | | 09/04/24 |
| | | WORKER COMP-FIRE CLAIM | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 3,317.12 | .00 | 3,317.12 |
| | | | | | | FUND TOTAL | 3,317.12 | .00 | 3,317.12 |
| FUND 294 LIBRARY RESERVE | | | | | | | | | |
| 294-1060-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS | | | | | | | | | |
| 15 | | 03/25 | AP | 08/19/24 | 0400520 | BAKER & TAYLOR BOOKS | 93.77 | | 08/28/24 |
| | | LARGE PRINT BOOKS (MEM | | | | POOCK) | | | |
| 14 | | 03/25 | AP | 08/13/24 | 0400520 | BAKER & TAYLOR BOOKS | 89.11 | | 08/28/24 |
| | | LARGE PRINT BOOKS (MEM | | | | POOCK) | | | |
| 14 | | 03/25 | AP | 08/12/24 | 0400520 | BAKER & TAYLOR BOOKS | 59.40 | | 08/28/24 |
| | | LARGE PRINT BOOKS (MEM | | | | POOCK) | | | |

| GROUP NBR | PO NBR | ACCTG PER. | TRANSACTION CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 294 LIBRARY RESERVE | | | | | | | | | |
| 294-1060-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS | | | | | | | continued | | |
| 14 | | 03/25 | AP | 08/05/24 | 0400520 | BAKER & TAYLOR BOOKS LARGE PRINT BOOKS (MEM POOCK) | 30.23 | | 08/28/24 |
| 14 | | 03/25 | AP | 08/01/24 | 0400520 | BAKER & TAYLOR BOOKS LARGE PRINT BOOKS (MEM POOCK) | 22.80 | | 08/28/24 |
| 14 | | 03/25 | AP | 08/01/24 | 0400524 | CENTER POINT LARGE PRINT LARGE PRINT BOOKS (MEM POOCK) | 50.34 | | 08/28/24 |
| | | | | | | ACCOUNT TOTAL | 345.65 | .00 | 345.65 |
| | | | | | | FUND TOTAL | 345.65 | .00 | 345.65 |

FUND 295 SOFTBALL PLAYER CAPITAL
FUND 296 GOLF CAPITAL
FUND 297 REC FACILITIES CAPITAL
FUND 298 HEARST CAPITAL
FUND 311 DEBT SERVICE FUND
FUND 402 WASHINGTON PARK FUND
FUND 404 FEMA
FUND 405 FLOOD RESERVE FUND
FUND 407 VISION IOWA PROJECT
FUND 408 STREET IMPROVEMENT FUND
FUND 410 CORONAVIRUS LOCAL RELIEF
FUND 430 TIF BOND
FUND 431 2014 BOND
FUND 432 2003 BOND
FUND 433 2001 TIF
FUND 434 2024 BOND
FUND 435 1999 TIF
FUND 436 2016 BOND
FUND 437 2018 BOND
FUND 438 2020 BOND
FUND 439 2022 BOND
FUND 443 CAPITAL PROJECTS
FUND 472 PARKADE RENOVATION
FUND 473 SIDEWALK ASSESSMENT
FUND 483 ECONOMIC DEVELOPMENT
FUND 484 ECONOMIC DEVELOPMENT LAND
FUND 541 2018 STORM WATER BONDS
FUND 544 2008 SEWER BONDS
FUND 545 2018 SEWER BONDS
FUND 546 SEWER IMPROVEMENT FUND
FUND 547 SEWER RESERVE FUND

| GROUP NBR | PO NBR | ACCTG PER. | ----TRANSACTION---- CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT ---- |
|---|---|---|---|---|---|---|---|---|---|
| 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 | | | | | | | | | |
| 203 | | 02/25 | AP | 08/12/24 | 0007601 | IOWA DEPT.OF REVENUE | 251.57 | | 09/04/24 |
| | | MONTHLY SALES TAX | | | | COMMERCIAL GARBAGE A/R | | | |
| | | | | | | ACCOUNT TOTAL | 251.57 | .00 | 251.57 |
| 551-6675-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 203 | | 02/25 | AP | 08/15/24 | 0007607 | ISOLVED BENEFIT SERVICES, INC | 59.38 | | 09/04/24 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 59.38 | .00 | 59.38 |
| 551-6685-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 203 | | 02/25 | AP | 08/15/24 | 0007607 | ISOLVED BENEFIT SERVICES, INC | 87.24 | | 09/04/24 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 87.24 | .00 | 87.24 |
| 551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 368 | | 03/25 | AP | 08/30/24 | 0400512 | STEVE MILLER | 64.50 | | 09/04/24 |
| | | REFUND-OVERPAYMENT AT TS | | | | TRANSFER STAT.SCALE ISSUE | | | |
| | | | | | | ACCOUNT TOTAL | 64.50 | .00 | 64.50 |
| 551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX | | | | | | | | | |
| 203 | | 02/25 | AP | 08/12/24 | 0007601 | IOWA DEPT.OF REVENUE | 189.10 | | 09/04/24 |
| | | MONTHLY SALES TAX | | | | COMMERCIAL GARBAGE | | | |
| | | | | | | ACCOUNT TOTAL | 189.10 | .00 | 189.10 |
| 551-6685-436.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007619 | PROFESSIONAL SOLUTIONS | 537.51 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007613 | PROFESSIONAL SOLUTIONS | 54.49 | | 09/04/24 |
| | | JULY CREDIT CARD FEES | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 592.00 | .00 | 592.00 |
| | | | | | | FUND TOTAL | 1,243.79 | .00 | 1,243.79 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 552 SEWER RENTAL FUND | | | | | | | | | |
| 552-6665-436.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 387 | | 03/25 | AP | 08/20/24 | 0400541 | CEDAR FALLS UTILITIES | 2,227.22 | | 09/06/24 |
| | | UTILITIES THRU 08/20/24 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 2,227.22 | .00 | 2,227.22 |
| 552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX | | | | | | | | | |
| 203 | | 02/25 | AP | 08/12/24 | 0007601 | IOWA DEPT.OF REVENUE | 11,546.93 | | 09/04/24 |
| | | MONTHLY SALES TAX | | | | COMMERCIAL SEWER | | | |
| | | | | | | ACCOUNT TOTAL | 11,546.93 | .00 | 11,546.93 |
| | | | | | | FUND TOTAL | 13,774.15 | .00 | 13,774.15 |
| FUND 553 2004 SEWER BOND | | | | | | | | | |
| FUND 555 STORM WATER UTILITY | | | | | | | | | |
| FUND 570 SEWER ASSESSMENT | | | | | | | | | |
| FUND 606 DATA PROCESSING FUND | | | | | | | | | |
| 606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT | | | | | | | | | |
| 405 | | 03/25 | AP | 09/01/24 | 0400546 | CENTURYLINK | 71.61 | | 09/10/24 |
| | | CITY PHONE SERV.-SEP'24 | | | | | | | |
| 368 | | 03/25 | AP | 08/19/24 | 0400516 | VERIZON WIRELESS | 1,120.52 | | 09/04/24 |
| | | WIRELESS SRV:8/20-9/19/24 | | | | | | | |
| 368 | | 03/25 | AP | 08/06/24 | 0400515 | U.S. CELLULAR | 4,067.93 | | 09/04/24 |
| | | WIRELESS SRV:8/6-9/5/24 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 5,260.06 | .00 | 5,260.06 |
| 606-1078-441.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | |
| 368 | | 03/25 | AP | 08/06/24 | 0400515 | U.S. CELLULAR | 928.00 | | 09/04/24 |
| | | PHONES/TABLETS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 928.00 | .00 | 928.00 |
| | | | | | | FUND TOTAL | 6,188.06 | .00 | 6,188.06 |
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | |
| 680-1902-457.51-01 INSURANCE / HEALTH INSURANCE | | | | | | | | | |
| 203 | | 02/25 | AP | 08/30/24 | 0007632 | WELLMARK IOWA | 50,560.73 | | 09/04/24 |
| | | HEALTH CLAIMS PROCESSING | | | | | | | |
| 203 | | 02/25 | AP | 08/26/24 | 0007596 | EXPRESS SCRIPTS, INC. | 32,024.38 | | 09/04/24 |
| | | RX CLAIMS PROCESSING | | | | | | | |
| 203 | | 02/25 | AP | 08/26/24 | 0007633 | WEX HEALTH, INC. | 126.60 | | 09/04/24 |
| | | COBRA MONTHLY ADMIN FEE | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | TRANSACTION CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | |
| 680-1902-457.51-01 INSURANCE / HEALTH INSURANCE | | | | | | continued | | | |
| 203 | | 02/25 | AP | 08/23/24 | 0007631 | WELLMARK IOWA | 121,212.33 | | 09/04/24 |
| | | HEALTH CLAIMS PROCESSING | | | | | | | |
| 203 | | 02/25 | AP | 08/19/24 | 0007595 | EXPRESS SCRIPTS, INC. | 47,606.58 | | 09/04/24 |
| | | RX CLAIMS PROCESSING | | | | | | | |
| 203 | | 02/25 | AP | 08/16/24 | 0007630 | WELLMARK IOWA | 69,694.15 | | 09/04/24 |
| | | HEALTH CLAIMS PROCESSING | | | | | | | |
| 203 | | 02/25 | AP | 08/16/24 | 0007634 | WEX HEALTH, INC. | 6,580.26 | | 09/04/24 |
| | | COBRA PREMIUM REFUND | | | | | | | |
| 203 | | 02/25 | AP | 08/15/24 | 0007607 | ISOLVED BENEFIT SERVICES, INC | 116.66 | | 09/04/24 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| 203 | | 02/25 | AP | 08/09/24 | 0007629 | WELLMARK IOWA | 44,942.16 | | 09/04/24 |
| | | HEALTH CLAIMS PROCESSING | | | | | | | |
| 203 | | 02/25 | AP | 08/05/24 | 0007593 | EXPRESS SCRIPTS, INC. | 23,273.37 | | 09/04/24 |
| | | RX CLAIMS PROCESSING | | | | | | | |
| 203 | | 02/25 | AP | 08/05/24 | 0007594 | EXPRESS SCRIPTS, INC. | 15,091.46 | | 09/04/24 |
| | | RX CLAIMS PROCESSING | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007628 | WELLMARK IOWA | 37,048.51 | | 09/04/24 |
| | | HEALTH CLAIMS PROCESSING | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 448,277.19 | .00 | 448,277.19 |
| 680-1902-457.51-06 INSURANCE / DENTAL INSURANCE | | | | | | | | | |
| 203 | | 02/25 | AP | 08/02/24 | 0007591 | DELTA DENTAL OF IOWA | 9,412.40 | | 09/04/24 |
| | | AUG 2024 DENTAL | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 9,412.40 | .00 | 9,412.40 |
| | | | | | | FUND TOTAL | 457,689.59 | .00 | 457,689.59 |
| FUND 681 HEALTH SEVERANCE | | | | | | | | | |
| 681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS | | | | | | | | | |
| 405 | | 03/25 | AP | 09/09/24 | 0400547 | REGENOLD, SHARON K. | 268.59 | | 09/10/24 |
| | | RMB:AUG.2024 HEALTH SEV. | | | | | | | |
| 387 | | 03/25 | AP | 09/06/24 | 0400543 | LUX, JOSH | 106.09 | | 09/06/24 |
| | | RMB:HEALTH SEV.1/2 APR'24 | | | | | | | |
| 387 | | 03/25 | AP | 09/06/24 | 0400543 | LUX, JOSH | 106.09 | | 09/06/24 |
| | | RMB:HEALTH SEV.1/2 MAY'24 | | | | | | | |
| 387 | | 03/25 | AP | 09/06/24 | 0400543 | LUX, JOSH | 106.09 | | 09/06/24 |
| | | RMB:HEALTH SEV.1/2 MAY'24 | | | | | | | |
| 387 | | 03/25 | AP | 09/06/24 | 0400543 | LUX, JOSH | 96.95 | | 09/06/24 |
| | | RMB:HEALTH SEV.1/2 JUN'24 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 683.81 | .00 | 683.81 |
| | | | | | | FUND TOTAL | 683.81 | .00 | 683.81 |

| GROUP NBR | PO NBR | ACCTG PER. | TRANSACTION CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 682 HEALTH INSURANCE - FIRE | | | | | | | | | |
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | |
| FUND 686 PAYROLL FUND | | | | | | | | | |
| 686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES | | | | | | | | | |
| 203 | | 02/25 | AP | 08/26/24 | 0007625 | UNITED STATES TREASURY | 76,003.94 | | 09/04/24 |
| | | FEDERAL WITHHOLDING TAX | | | | 08/23/24 PAYROLL | | | |
| 203 | | 02/25 | AP | 08/12/24 | 0007624 | UNITED STATES TREASURY | 78,314.47 | | 09/04/24 |
| | | FEDERAL WITHHOLDING TAX | | | | 08/09/24 PAYROLL | | | |
| | | | | | | ACCOUNT TOTAL | 154,318.41 | .00 | 154,318.41 |
| 686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING | | | | | | | | | |
| 203 | | 02/25 | AP | 08/26/24 | 0007603 | IOWA DEPT.OF REVENUE | 30,523.59 | | 09/04/24 |
| | | STATE WITHHOLDING TAX | | | | 08/23/24 PAYROLL | | | |
| 203 | | 02/25 | AP | 08/13/24 | 0007602 | IOWA DEPT.OF REVENUE | 31,205.70 | | 09/04/24 |
| | | STATE WITHHOLDING TAX | | | | 08/09/24 PAYROLL | | | |
| | | | | | | ACCOUNT TOTAL | 61,729.29 | .00 | 61,729.29 |
| 686-0000-222.03-00 PAYROLL LIABILITY / FICA | | | | | | | | | |
| 203 | | 02/25 | AP | 08/26/24 | 0007625 | UNITED STATES TREASURY | 98,789.06 | | 09/04/24 |
| | | SS & MQGE/MEDICARE TAX | | | | 08/23/24 PAYROLL | | | |
| 203 | | 02/25 | AP | 08/12/24 | 0007624 | UNITED STATES TREASURY | 103,664.54 | | 09/04/24 |
| | | SS & MQGE/MEDICARE TAX | | | | 08/09/24 PAYROLL | | | |
| | | | | | | ACCOUNT TOTAL | 202,453.60 | .00 | 202,453.60 |
| 686-0000-222.04-00 PAYROLL LIABILITY / IPERS | | | | | | | | | |
| 203 | | 02/25 | AP | 08/28/24 | 0007600 | I.P.E.R.S. | 164,603.14 | | 09/04/24 |
| | | IPERS AUGUST 2024 | | | | | | | |
| 203 | | 02/25 | AP | 08/13/24 | 0007599 | I.P.E.R.S. | 161,401.63 | | 09/04/24 |
| | | IPERS JULY 2024 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 326,004.77 | .00 | 326,004.77 |
| 686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE | | | | | | | | | |
| 203 | | 02/25 | AP | 08/26/24 | 0007590 | COLLECTION SERVICES CENTER | 616.58 | | 09/04/24 |
| | | CHILD SUPPROT PAYMENTS | | | | 08/23/24 PAYROLL | | | |
| 203 | | 02/25 | AP | 08/23/24 | 0007606 | ISOLVED BENEFIT SERVICES, INC | 6,934.83 | | 09/04/24 |
| | | CAFETERIA PLAN | | | | 08/23/24 PAYROLL | | | |
| 203 | | 02/25 | AP | 08/21/24 | 0007627 | VOYA FINANCIAL | 9,845.57 | | 09/04/24 |
| | | EMPLOYEE 457 CONTRIBUTION | | | | 08/23/24 PAYROLL | | | |
| 203 | | 02/25 | AP | 08/12/24 | 0007589 | COLLECTION SERVICES CENTER | 616.58 | | 09/04/24 |
| | | CHILD SUPPROT PAYMENTS | | | | 08/09/24 PAYROLL | | | |
| 203 | | 02/25 | AP | 08/09/24 | 0007605 | ISOLVED BENEFIT SERVICES, INC | 6,934.83 | | 09/04/24 |
| | | CAFETERIA PLAN | | | | 08/09/24 PAYROLL | | | |
| 203 | | 02/25 | AP | 08/07/24 | 0007626 | VOYA FINANCIAL | 9,620.57 | | 09/04/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 686 PAYROLL FUND | | | | | | | | | |
| 686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE | | | | | | | continued | | |
| | | | | | | EMPLOYEE 457 CONTRIBUTION 08/09/24 PAYROLL | | | |
| | | | | | | ACCOUNT TOTAL | 34,568.96 | .00 | 34,568.96 |
| 686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT | | | | | | | | | |
| | 203 | 02/25 | AP | 08/13/24 | 0007608 | MUNICIPAL FIRE & POLICE RETIR | 172,273.92 | | 09/04/24 |
| | | | | | | MFPRSI RETIREMENT | | | |
| | | | | | | ACCOUNT TOTAL | 172,273.92 | .00 | 172,273.92 |
| | | | | | | FUND TOTAL | 951,348.95 | .00 | 951,348.95 |
| FUND 687 WORKERS COMPENSATION FUND | | | | | | | | | |
| 687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE | | | | | | | | | |
| | 203 | 02/25 | AP | 08/09/24 | 0007592 | EMC RISK SERVICES, LLC | 3,640.00 | | 09/04/24 |
| | | | | | | WORKER COMP ADMIN FEE | | | |
| | 203 | 02/25 | AP | 08/09/24 | 0007592 | EMC RISK SERVICES, LLC | 700.00 | | 09/04/24 |
| | | | | | | WORKER COMP-ANNUAL ADMIN | | | |
| | 203 | 02/25 | AP | 08/09/24 | 0007592 | EMC RISK SERVICES, LLC | 5,026.80 | | 09/04/24 |
| | | | | | | WORKER COMP CLAIM | | | |
| | | | | | | ACCOUNT TOTAL | 9,366.80 | .00 | 9,366.80 |
| | | | | | | FUND TOTAL | 9,366.80 | .00 | 9,366.80 |
| FUND 688 LTD INSURANCE FUND | | | | | | | | | |
| FUND 689 LIABILITY INSURANCE FUND | | | | | | | | | |
| 689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE | | | | | | | | | |
| | 203 | 02/25 | AP | 08/09/24 | 0007592 | EMC RISK SERVICES, LLC | 520.00 | | 09/04/24 |
| | | | | | | LIABILITY ADMIN FEE | | | |
| | 203 | 02/25 | AP | 08/09/24 | 0007592 | EMC RISK SERVICES, LLC | 1,750.00 | | 09/04/24 |
| | | | | | | LIABILITY-ANNUAL ADMIN | | | |
| | | | | | | ACCOUNT TOTAL | 2,270.00 | .00 | 2,270.00 |
| | | | | | | FUND TOTAL | 2,270.00 | .00 | 2,270.00 |

| GROUP NBR | PO NBR | ACCTG PER. | ----TRANSACTION---- CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| 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 | 2,042,567.30 | .00 | 2,042,567.30 |

PREPARED 09/10/2024, 9:52:06 ACCOUNT ACTIVITY LISTING PAGE 1
PROGRAM GM360L ACCOUNTING PERIOD 01/2025
CITY OF CEDAR FALLS

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 1.52 | | 09/10/24 |
| | | COPY PAPER | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .44 | | 09/10/24 |
| | | BALLPOINT AND GEL PENS | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 15.08 | | 09/10/24 |
| | | PENS/SHARPIE/HILITER/DISP | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 15.18 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 32.22 | .00 | 32.22 |
| 101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 4.47 | | 09/10/24 |
| | | PENS/SHARPIE/HILITER/DISP | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 3.80 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 8.27 | .00 | 8.27 |
| 101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 15.08 | | 09/10/24 |
| | | PENS/SHARPIE/HILITER/DISP | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 19.00 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 34.08 | .00 | 34.08 |
| 101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | |
| 381 | | 03/25 | AP | 07/30/24 | 0147466 | US BANK | 350.00 | | 09/05/24 |
| | | ASSN *ORDER | | | | FY25 MEMBERSHIP-KOCKLER | | | |
| | | | | | | ACCOUNT TOTAL | 350.00 | .00 | 350.00 |
| 101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/09/24 | 0147466 | US BANK | 50.00 | | 09/05/24 |
| | | GOVERNMENT FINANCE OFFIC | | | | REG:ROEDING-FED.ASSISTANC | | | |
| 381 | | 03/25 | AP | 08/09/24 | 0147466 | US BANK | 50.00 | | 09/05/24 |
| | | GOVERNMENT FINANCE OFFIC | | | | REG:ROEDING-GAAP GRANTS | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 50.00 | | 09/05/24 |
| | | GOVERNMENT FINANCE OFFIC | | | | REG:ROEDING-SINGLE AUDITS | | | |
| | | | | | | ACCOUNT TOTAL | 150.00 | .00 | 150.00 |
| 101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | continued | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 8.04 | | 09/10/24 |
| | | PENS/SHARPIE/HILITER/DISP | | | | SHEET PROTECTORS | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 11.40 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 19.44 | .00 | 19.44 |
| 101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION | | | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 1.52 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| 381 | | 03/25 | AP | 08/20/24 | 0147466 | US BANK | 236.90 | | 09/05/24 |
| | | SQ *ARI?Z | | | | FOOD FOR PRIDE EVENT | | | |
| 381 | | 03/25 | AP | 07/30/24 | 0147466 | US BANK | 130.00 | | 09/05/24 |
| | | COPYWORKS CEDAR FALLS | | | | REPLACEMT-HRC POPUP BANNR | | | |
| | | ACCOUNT TOTAL | | | | | 368.42 | .00 | 368.42 |
| 101-1038-441.81-49 PROFESSIONAL SERVICES / BACKGROUND CHECK | | | | | | | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | ONE SOURCE THE BACKGROUND CHE | 324.40 | | 09/10/24 |
| | | AUGUST APPLICANTS | | | | 08/01/24-09/01/24 | | | |
| | | ACCOUNT TOTAL | | | | | 324.40 | .00 | 324.40 |
| 101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES | | | | | | | | | |
| 384 | | 03/25 | AP | 08/25/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 769.95 | | 09/10/24 |
| | | HIGH IMPACT BANNERS | | | | ONLINE | | | |
| 384 | | 03/25 | AP | 08/24/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 178.00 | | 09/10/24 |
| | | AUGUST - PRINT | | | | COURIER | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 295.00 | | 09/05/24 |
| | | TEMPLEPUBLI | | | | JOB ADS | | | |
| 384 | | 03/25 | AP | 08/19/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT | | 700.00 | 09/10/24 |
| | | JUNE'24 FULFILLMT ERROR | | | | AMP DIGITAL | | | |
| 384 | | 03/25 | AP | 08/15/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 39.00 | | 09/10/24 |
| | | SEARCH BOOST | | | | ONLINE | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 119.95 | | 09/05/24 |
| | | LINKEDIN RECRUITER 980702 | | | | RECRUITER LITE:8/4-9/4/24 | | | |
| 384 | | 03/25 | AP | 08/02/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 650.00 | | 09/10/24 |
| | | AUDIENCE TARGETED DISPLAY | | | | AMP DIGITAL | | | |
| 384 | | 03/25 | AP | 08/01/24 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 719.95 | | 09/10/24 |
| | | GOOGLE PPC | | | | AMP DIGITAL | | | |
| | | ACCOUNT TOTAL | | | | | 2,771.85 | 700.00 | 2,071.85 |
| 101-1038-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/20/24 | 0147466 | US BANK | 40.00 | | 09/05/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE / POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1038-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | continued | | | |
| | | IA CITY OF DAVENPORT | | | | LUHRING | | | |
| | | | | ACCOUNT TOTAL | | | 40.00 | .00 | 40.00 |
| 101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 2.79 | | 09/10/24 |
| | | PENS/SHARPIE/HILITER/DISP | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 2.28 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| | | | | ACCOUNT TOTAL | | | 5.07 | .00 | 5.07 |
| 101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | | | | | | | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | THOMSON REUTERS - WEST | 786.03 | | 09/10/24 |
| | | WESTLAW INFORMATION | | | | 08/01/24-08/31/24 | | | |
| | | | | ACCOUNT TOTAL | | | 786.03 | .00 | 786.03 |
| 101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS | | | | | | | | | |
| 384 | | 03/25 | AP | 08/30/24 | 0000000 | AHLERS AND COONEY, P.C. | 144.72 | | 09/10/24 |
| | | LGL:LABOR RELATIONS | | | | 07/24/24-08/15/24 | | | |
| 384 | | 03/25 | AP | 08/30/24 | 0000000 | AHLERS AND COONEY, P.C. | 884.00 | | 09/10/24 |
| | | LGL:JUDICIAL REVIEW | | | | 03/08/24-08/09/24 | | | |
| | | | | ACCOUNT TOTAL | | | 1,028.72 | .00 | 1,028.72 |
| 101-1048-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/20/24 | 0147466 | US BANK | 199.00 | | 09/05/24 |
| | | NBI NATIONAL BUSI | | | | REG:ESSENTIALS OF PROBONO | | | |
| | | | | ACCOUNT TOTAL | | | 199.00 | .00 | 199.00 |
| 101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 382 | | 03/25 | AP | 08/15/24 | 0147466 | US BANK | 33.74 | | 09/05/24 |
| | | IN *POLK'S LOCK SERVICE | | | | KEYS | | | |
| | | | | ACCOUNT TOTAL | | | 33.74 | .00 | 33.74 |
| 101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT | | | | | | | | | |
| 382 | | 03/25 | AP | 08/15/24 | 0147466 | US BANK | 480.00 | | 09/05/24 |
| | | MOBILE BEACON | | | | 1-YR HOTSPOT DATA (X4) | | | |
| 382 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 99.00 | | 09/05/24 |
| | | INTUIT *QBOOKS ONLINE | | | | QUICKBOOKS MONTHLY SUB. | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT | | | | | | continued | | | |
| | | | | | | ACCOUNT TOTAL | 579.00 | .00 | 579.00 |
| 101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 382 | | 03/25 | AP | 08/16/24 | 0147466 | US BANK | 25.00 | | 09/05/24 |
| | | STATE LIBRARY OF IOWA | | | | ILA CONFERENCE REG.-QUINN | | | |
| 382 | | 03/25 | AP | 08/15/24 | 0147466 | US BANK | 25.00 | | 09/05/24 |
| | | STATE LIBRARY OF IOWA | | | | ILA CONFERENCE REG. | | | |
| 382 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 79.00 | | 09/05/24 |
| | | AMERICAN LIBRARY ASSOC | | | | I STREAM REGISTRATION | | | |
| | | | | | | ACCOUNT TOTAL | 129.00 | .00 | 129.00 |
| 101-1060-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS | | | | | | | | | |
| 382 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 78.10 | | 09/05/24 |
| | | AMAZON MKTPL*RF75N0YT0 | | | | ROTARY CUTTER & MATS | | | |
| 382 | | 03/25 | AP | 07/25/24 | 0147466 | US BANK | 231.49 | | 09/05/24 |
| | | AMERICAN BUTTON M | | | | BUTTON SUPPLIES | | | |
| 382 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK | 87.49 | | 09/05/24 |
| | | WWW.MAKERBOT.COM | | | | 3D PRINTER BUILD PLATE | | | |
| | | | | | | ACCOUNT TOTAL | 397.08 | .00 | 397.08 |
| 101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS | | | | | | | | | |
| 382 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 23.73 | | 09/05/24 |
| | | AMAZON.COM*RU34K40M1 | | | | ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 12.66 | | 09/05/24 |
| | | AMAZON MKTPL*RU7EW1VR0 | | | | ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | 21.09 | | 09/05/24 |
| | | AMAZON.COM*RU25P7O02 | | | | ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 39.24 | | 09/05/24 |
| | | AMAZON.COM*RM1MK15O0 | | | | ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 75.56 | | 09/05/24 |
| | | AMAZON.COM*RM97J46U2 | | | | ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 11.99 | | 09/05/24 |
| | | AMAZON.COM*RM0S63GM1 | | | | ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 14.66 | | 09/05/24 |
| | | AMAZON.COM*RF6T03EN0 | | | | ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 21.43 | | 09/05/24 |
| | | AMAZON MKTPL*RF38B1T51 | | | | ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 18.86 | | 09/05/24 |
| | | AMAZON.COM*RV26B69W1 | | | | ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 07/31/24 | 0147466 | US BANK | 31.19 | | 09/05/24 |
| | | AMAZON MKTPL*RV18G2DZ0 | | | | ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 07/23/24 | 0147466 | US BANK | 78.61 | | 09/05/24 |
| | | AMAZON MKTPL*RJ8DK8PJ2 | | | | ADULT BOOKS | | | |

| GROUP NBR | PO NBR | ACCTG PER. | TRANSACTION CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS | | | | | | continued | | | |
| 382 | | 03/25 | AP | 07/23/24 | 0147466 | US BANK | 31.00 | | 09/05/24 |
| | | | | | | AMZN MKTP US*RJ1A74H70 ADULT BOOKS | | | |
| | | | | | | ACCOUNT TOTAL | 380.02 | .00 | 380.02 |
| 101-1060-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS | | | | | | | | | |
| 382 | | 03/25 | AP | 08/06/24 | 0147466 | US BANK | 15.11 | | 09/05/24 |
| | | | | | | AMZN MKTP US*RF1X00BD1 YOUNG ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 13.74 | | 09/05/24 |
| | | | | | | AMAZON.COM*RF2430TU1 YOUNG ADULT BOOKS | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 9.95 | | 09/05/24 |
| | | | | | | AMAZON MKTPL*RF8LT2191 YOUNG ADULT BOOKS | | | |
| | | | | | | ACCOUNT TOTAL | 38.80 | .00 | 38.80 |
| 101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS | | | | | | | | | |
| 382 | | 03/25 | AP | 08/20/24 | 0147466 | US BANK | 11.69 | | 09/05/24 |
| | | | | | | AMAZON.COM*R46GZ5N82 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 23.73 | | 09/05/24 |
| | | | | | | AMAZON RETA* RU6ZQ4HE1 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 25.37 | | 09/05/24 |
| | | | | | | AMZN MKTP US*RU2RG4JT0 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 37.76 | | 09/05/24 |
| | | | | | | AMAZON.COM*RU1PS5WC2 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 08/15/24 | 0147466 | US BANK | 139.80 | | 09/05/24 |
| | | | | | | AMAZON.COM*RM83I4RU1 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 16.99 | | 09/05/24 |
| | | | | | | AMAZON.COM*RM0S63GM1 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 10.99 | | 09/05/24 |
| | | | | | | AMAZON RETA* RF9ZP6H32 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 35.00 | | 09/05/24 |
| | | | | | | AMAZON.COM*RF0430TO1 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 14.00 | | 09/05/24 |
| | | | | | | AMAZON.COM*RF2430TU1 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 9.39 | | 09/05/24 |
| | | | | | | AMAZON MKTPL*RF38B1T51 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 6.99 | | 09/05/24 |
| | | | | | | AMAZON.COM*RF9RC58R2 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 31.24 | | 09/05/24 |
| | | | | | | AMAZON.COM*RV2HF2AC0 YOUTH BOOKS | | | |
| 382 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 26.99 | | 09/05/24 |
| | | | | | | AMAZON MKTPL*RV81H3JD1 YOUTH BOOKS | | | |
| | | | | | | ACCOUNT TOTAL | 389.94 | .00 | 389.94 |
| 101-1060-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1060-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO | | | | | | continued | | | |
| 382 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | 13.99 | | 09/05/24 |
| | | AMAZON.COM*RU25P7002 | | | | ADULT CD MUSIC | | | |
| 382 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 52.91 | | 09/05/24 |
| | | AMAZON.COM*RM97J46U2 | | | | ADULT CD MUSIC | | | |
| | | | | | | ACCOUNT TOTAL | 66.90 | .00 | 66.90 |
| 101-1060-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO | | | | | | | | | |
| 382 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 15.34 | | 09/05/24 |
| | | AMAZON RETA* RU2PS5W62 | | | | ADULT VIDEOS | | | |
| 382 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 37.94 | | 09/05/24 |
| | | AMAZON MKTPL*RU7EW1VR0 | | | | ADULT VIDEOS | | | |
| 382 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 24.98 | | 09/05/24 |
| | | AMAZON.COM*RM1MK15O0 | | | | ADULT VIDEOS | | | |
| 382 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 13.54 | | 09/05/24 |
| | | AMAZON MKTPL*RF3E71RI1 | | | | ADULT VIDEOS | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 20.57 | | 09/05/24 |
| | | AMAZON MKTPL*RF38B1T51 | | | | ADULT VIDEOS | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 12.70 | | 09/05/24 |
| | | AMAZON MKTPL*RF3MI3EC1 | | | | ADULT VIDEOS | | | |
| 382 | | 03/25 | AP | 07/31/24 | 0147466 | US BANK | 6.99 | | 09/05/24 |
| | | AMAZON MARK* RV9XK1YM2 | | | | ADULT VIDEOS | | | |
| 382 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 9.00 | | 09/05/24 |
| | | AMAZON MKTPL*RV21P4ON1 | | | | ADULT VIDEOS | | | |
| 382 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK | 20.95 | | 09/05/24 |
| | | AMAZON.COM*RJ4L95VR1 | | | | ADULT VIDEOS | | | |
| 382 | | 03/25 | AP | 07/23/24 | 0147466 | US BANK | 17.26 | | 09/05/24 |
| | | AMAZON MAR* 114-476043 | | | | ADULT VIDEOS | | | |
| | | | | | | ACCOUNT TOTAL | 179.27 | .00 | 179.27 |
| 101-1060-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES | | | | | | | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 43.47 | | 09/05/24 |
| | | AMAZON MKTPL*RF9CT4GM0 | | | | YOUNG ADULT VIDEO GAMES | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 174.07 | | 09/05/24 |
| | | AMAZON MKTPL*RF8LT2191 | | | | ADULT VIDEO GAMES | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 82.28 | | 09/05/24 |
| | | AMAZON MKTPL*RF8LT2191 | | | | YOUNG ADULT VIDEO GAMES | | | |
| | | | | | | ACCOUNT TOTAL | 299.82 | .00 | 299.82 |
| 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | | | | |
| 382 | | 03/25 | AP | 08/20/24 | 0147466 | US BANK | 24.80 | | 09/05/24 |
| | | HY-VEE CEDAR FALLS 1052 | | | | FOTL:YA-LEMONADE & Q-TIPS | | | |
| 382 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 65.91 | | 09/05/24 |
| | | DOMINO'S 1737 | | | | FOTL:YA-PIZZA | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM continued | | | | | | | | | |
| 382 | | 03/25 | AP | 08/16/24 | 0147466 | US BANK<br>AMAZON MKTPL*RU3RM0G22 FOTL:YA-FURNITURE PAINT | 22.49 | | 09/05/24 |
| 382 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK<br>4IMPRINT FOTL:OUTREACH-POWER CLIPS | 551.68 | | 09/05/24 |
| 382 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK<br>AMAZON MKTPL*RV72P6IW1 FOTL:YOUTH-BOXES & CUPS | 29.24 | | 09/05/24 |
| 382 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK<br>AMAZON MKTPL*RF2OZ3470 FOTL:COLAB-BOXES | 30.98 | | 09/05/24 |
| 382 | | 03/25 | AP | 07/26/24 | 0147466 | US BANK<br>AMAZON MKTPL*RV4BH1L10 FOTL:YA-STICKERS | 26.93 | | 09/05/24 |
| 382 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK<br>SQ *CEDAR VALLEY PRIDE FE FOTL:OUTREACH-PRIDE BOOTH | 50.00 | | 09/05/24 |
| | | | | | | ACCOUNT TOTAL | 802.03 | .00 | 802.03 |
| 101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. | | | | | | | | | |
| 382 | | 03/25 | AP | 07/26/24 | 0147466 | US BANK<br>AMAZON MKTPL*RV2TH7LY2 BERG 2RMB SLP'24-ESCAPE | 105.40 | | 09/05/24 |
| 382 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK<br>AMAZON MKTPL*RJ1T727L0 BERG 2 RMB SLP '24-SEWING | 4.39 | | 09/05/24 |
| | | | | | | ACCOUNT TOTAL | 109.79 | .00 | 109.79 |
| 101-1060-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO | | | | | | | | | |
| 382 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK<br>AMAZON.COM*RV4XX0C81 YOUTH VIDEOS | 28.64 | | 09/05/24 |
| | | | | | | ACCOUNT TOTAL | 28.64 | .00 | 28.64 |
| 101-1060-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO | | | | | | | | | |
| 382 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK<br>AMAZON MKTPL*RF8LT2191 YOUNG ADULT VIDEOS | 31.26 | | 09/05/24 |
| | | | | | | ACCOUNT TOTAL | 31.26 | .00 | 31.26 |
| 101-1060-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS | | | | | | | | | |
| 382 | | 03/25 | AP | 08/16/24 | 0147466 | US BANK<br>AMAZON RETA* RU99U0ZS1 BANJO STRAPS | 14.99 | | 09/05/24 |
| | | | | | | ACCOUNT TOTAL | 14.99 | .00 | 14.99 |
| 101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT<br>PENS/SHARPIE/HILITER/DISP | 2.79 | | 09/10/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | continued | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .76 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| 404 | | 03/25 | AP | 08/19/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 12.48 | | 09/10/24 |
| | | STAPLER/REMOVER/TAPE DISP | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 16.03 | .00 | 16.03 |
| 101-1118-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/06/24 | 0147466 | US BANK | 1,050.00 | | 09/05/24 |
| | | HOUSMAN ASSOC | | | | REG:GAINES-MAASTO CONFER. | | | |
| | | | | | | ACCOUNT TOTAL | 1,050.00 | .00 | 1,050.00 |
| 101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 2.79 | | 09/10/24 |
| | | PENS/SHARPIE/HILITER/DISP | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .76 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 3.55 | .00 | 3.55 |
| 101-1158-441.83-03 TRANSPORTATION&EDUCATION / OUTINGS/DINNERS/AWARDS | | | | | | | | | |
| 381 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | | 12.60 | 09/05/24 |
| | | TST*ICON CEDAR FALLS | | | | REF TAX:DONUTS-9/11 5K | | | |
| 381 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 320.60 | | 09/05/24 |
| | | TST*ICON CEDAR FALLS | | | | ICON DONUTS FOR 9/11 5K | | | |
| | | | | | | ACCOUNT TOTAL | 320.60 | 12.60 | 308.00 |
| 101-1168-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/20/24 | 0147466 | US BANK | 120.00 | | 09/05/24 |
| | | IA CITY OF DAVENPORT | | | | INGHAM, SEYMOUR, BOCK | | | |
| 381 | | 03/25 | AP | 08/15/24 | 0147466 | US BANK | 245.00 | | 09/05/24 |
| | | IOWA LEAGUE OF CITIES | | | | REG:KRUSE-IA LEAGUE CONF. | | | |
| 381 | | 03/25 | AP | 08/13/24 | 0147466 | US BANK | 245.00 | | 09/05/24 |
| | | IOWA LEAGUE OF CITIES | | | | REG:GANFIELD-IA LEAG.CONF | | | |
| | | | | | | ACCOUNT TOTAL | 610.00 | .00 | 610.00 |
| 101-1199-411.32-60 COMM PROTECTION GRANTS / GRANTS - FIRE | | | | | | | | | |
| 381 | | 03/25 | AP | 08/01/24 | 0147466 | US BANK | 14.58 | | 09/05/24 |
| | | FACEBK *ZUJ3S7YTJ2 | | | | FIREWORKS ADS | | | |
| PROJECT#: | | 909 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 14.58 | .00 | 14.58 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE / POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE | | | | | | | | | |
| 381 | | 03/25 | AP | 08/20/24 | 0147466 | US BANK | 205.44 | | 09/05/24 |
| | | RAPIDS REPRODUCTIONS | | | | MURAL FOR PRIDE EVENT | | | |
| 381 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | 126.00 | | 09/05/24 |
| | | NEW DAY FILMS | | | | FILMS FOR HRC PRIDE EVENT | | | |
| 381 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 28.99 | | 09/05/24 |
| | | AMZN MKTP US*RV3422KS1 | | | | BEVERAGES FOR PRIDE EVENT | | | |
| | | | | | | ACCOUNT TOTAL | 360.43 | .00 | 360.43 |
| 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | |
| 384 | | 03/25 | AP | 08/13/24 | 0000000 | COURIER LEGAL COMMUNICATIONS | 925.55 | | 09/10/24 |
| | | 8/5 MTG-MINS,RECEIPT,BILL | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 925.55 | .00 | 925.55 |
| 101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 2.28 | | 09/10/24 |
| | | COPY PAPER | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .44 | | 09/10/24 |
| | | BALLPOINT AND GEL PENS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 2.72 | .00 | 2.72 |
| 101-2205-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 210.00 | | 09/05/24 |
| | | IPRA* IA | | | | REG:SHEETZ-PARK&REC WKSHP | | | |
| | | | | | | ACCOUNT TOTAL | 210.00 | .00 | 210.00 |
| 101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 9.50 | | 09/10/24 |
| | | COPY PAPER | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 3.63 | | 09/10/24 |
| | | BALLPOINT AND GEL PENS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 13.13 | .00 | 13.13 |
| 101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/22/24 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 95.00 | | 09/10/24 |
| | | CODE MOW-1916 VERA WAY | | | | | | | |
| 371 | | 03/25 | AP | 08/22/24 | 0000000 | PROFESSIONAL LAWN CARE, LLC | 142.50 | | 09/10/24 |
| | | CODE MOW-2409 IOWA | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 237.50 | .00 | 237.50 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE / POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | |
| 381 | | 03/25 | AP | 07/31/24 | 0147466 | US BANK | 120.00 | | 09/05/24 |
| | | IAEI | | | | CRAIG-MEMBERSHIP RENEWAL | | | |
| | | | | ACCOUNT TOTAL | | | 120.00 | .00 | 120.00 |
| 101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 7.59 | | 09/10/24 |
| | | COPY PAPER | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 1.74 | | 09/10/24 |
| | | BALLPOINT AND GEL PENS | | | | | | | |
| | | | | ACCOUNT TOTAL | | | 9.33 | .00 | 9.33 |
| 101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | |
| 384 | | 03/25 | AP | 08/22/24 | 0000000 | DENTONS DAVIS BROWN PC | 2,081.50 | | 09/10/24 |
| | | LGL:RE:IMMIGRATION | | | | 07/11/24-07/19/24 | | | |
| | | | | ACCOUNT TOTAL | | | 2,081.50 | .00 | 2,081.50 |
| 101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 379 | | 03/25 | AP | 08/26/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 5.25 | | 09/10/24 |
| | | TAPE DISPENSERS | | | | | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 101.92 | | 09/05/24 |
| | | AMAZON MKTPL*RF27M4872 | | | | LAUNDRY DETERGENT/SOFTNER | | | |
| 381 | | 03/25 | AP | 07/31/24 | 0147466 | US BANK | | 16.28 | 09/05/24 |
| | | JOTFORM INC | | | | REFUND OF SALES TAX | | | |
| 381 | | 03/25 | AP | 07/30/24 | 0147466 | US BANK | 248.91 | | 09/05/24 |
| | | JOTFORM INC | | | | SPORTS SOFTWARE | | | |
| | | | | ACCOUNT TOTAL | | | 356.08 | 16.28 | 339.80 |
| 101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES | | | | | | | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 71.26 | | 09/05/24 |
| | | WM SUPERCENTER #753 | | | | DAY CAMP SNACKS | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 20.95 | | 09/05/24 |
| | | WM SUPERCENTER #1005 | | | | DAY CAMP SNACKS | | | |
| 381 | | 03/25 | AP | 08/06/24 | 0147466 | US BANK | 48.97 | | 09/05/24 |
| | | WAL-MART #0753 | | | | DAY CAMP CRAFT SUPPLY | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 48.24 | | 09/05/24 |
| | | WM SUPERCENTER #753 | | | | DAY CAMP SNACKS | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 175.98 | | 09/05/24 |
| | | HOBBY-LOBBY #0135 | | | | DAY CAMP CRAFT SUPPLY | | | |
| 381 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 45.17 | | 09/05/24 |
| | | WM SUPERCENTER #753 | | | | DAY CAMP SNACKS | | | |
| 381 | | 03/25 | AP | 07/30/24 | 0147466 | US BANK | 9.96 | | 09/05/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES | | | | | | | continued | | |
| | | WAL-MART #0753 | | | | DAY CAMP CRAFT SUPPLY | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 69.31 | | 09/05/24 |
| | | WM SUPERCENTER #1005 | | | | DAY CAMP CRAFTS/SNACKS | | | |
| 381 | | 03/25 | AP | 07/25/24 | 0147466 | US BANK | 95.15 | | 09/05/24 |
| | | WM SUPERCENTER #753 | | | | DAY CAMP SNACKS | | | |
| 381 | | 03/25 | AP | 07/25/24 | 0147466 | US BANK | 58.93 | | 09/05/24 |
| | | WAL-MART #1005 | | | | DAY CAMP CRAFT SUPPLY | | | |
| 381 | | 03/25 | AP | 07/23/24 | 0147466 | US BANK | 42.76 | | 09/05/24 |
| | | WM SUPERCENTER #753 | | | | DAY CAMP SNACKS | | | |
| | | ACCOUNT TOTAL | | | | | 686.68 | .00 | 686.68 |
| 101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT | | | | | | | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 14,040.00 | | 09/05/24 |
| | | NFLFLAGORDER | | | | FLAG FOOTBALL JERSEYS | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 2,610.00 | | 09/05/24 |
| | | NFLFLAGORDER | | | | FLAG FOOTBALL JERSEYS | | | |
| 381 | | 03/25 | AP | 08/09/24 | 0147466 | US BANK | 376.99 | | 09/05/24 |
| | | SQ *RMP SPORTS | | | | BASE ANCHORS | | | |
| | | ACCOUNT TOTAL | | | | | 17,026.99 | .00 | 17,026.99 |
| 101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT | | | | | | | | | |
| 379 | | 03/25 | AP | 08/26/24 | 0000000 | IOWA SPORTS SUPPLY | 24.00 | | 09/10/24 |
| | | ADULT SPORTS AWARD | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 24.00 | .00 | 24.00 |
| 101-2253-423.72-38 OPERATING SUPPLIES / STAFF SHIRTS | | | | | | | | | |
| 381 | | 03/25 | AP | 08/16/24 | 0147466 | US BANK | 461.76 | | 09/05/24 |
| | | PY *SHIRT SHACK INC. | | | | REC STAFF UNIFORM ORDER | | | |
| | | ACCOUNT TOTAL | | | | | 461.76 | .00 | 461.76 |
| 101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS | | | | | | | | | |
| 381 | | 03/25 | AP | 08/06/24 | 0147466 | US BANK | 3.38 | | 09/05/24 |
| | | HY-VEE CEDAR FALLS 1052 | | | | KETCHUP | | | |
| | | ACCOUNT TOTAL | | | | | 3.38 | .00 | 3.38 |
| 101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS | | | | | | | | | |
| 379 | | 03/25 | AP | 09/05/24 | 0000000 | ATLANTIC COCA-COLA | 179.50 | | 09/10/24 |
| | | CONCESSION SUPPLIES | | | | | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 14.37 | | 09/05/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS | | | | | | continued | | | |
| | | HY-VEE CEDAR FALLS 1052 | | | | COFFEE CREAMER | | | |
| | | ACCOUNT TOTAL | | | | | 193.87 | .00 | 193.87 |
| 101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP | | | | | | | | | |
| 381 | | 03/25 | AP | 07/30/24 | 0147466 | US BANK | 55.52 | | 09/05/24 |
| | | NATIONAL GYM SUPPLY LLC | | | | TREADMILL CONTROL BUTTONS | | | |
| 381 | | 03/25 | AP | 07/25/24 | 0147466 | US BANK | 375.00 | | 09/05/24 |
| | | BLUE GOJI LLC | | | | 2025 LIC BIKE | | | |
| 381 | | 03/25 | AP | 07/25/24 | 0147466 | US BANK | 375.00 | | 09/05/24 |
| | | BLUE GOJI LLC | | | | 2025 LIC BIKE | | | |
| 381 | | 03/25 | AP | 07/25/24 | 0147466 | US BANK | 375.00 | | 09/05/24 |
| | | BLUE GOJI LLC | | | | 2025 LIC BIKE | | | |
| | | ACCOUNT TOTAL | | | | | 1,180.52 | .00 | 1,180.52 |
| 101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES | | | | | | | | | |
| 381 | | 03/25 | AP | 08/01/24 | 0147466 | US BANK | 244.54 | | 09/05/24 |
| | | ANYPROMO.COM | | | | PROMO | | | |
| | | ACCOUNT TOTAL | | | | | 244.54 | .00 | 244.54 |
| 101-2253-423.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG | | | | | | | | | |
| 384 | | 03/25 | AP | 08/28/24 | 0000000 | WELLWORKS FOR YOU | 584.85 | | 09/10/24 |
| | | WELLNESS PROGRAM FEE | | | | AUGUST 2024 | | | |
| | | ACCOUNT TOTAL | | | | | 584.85 | .00 | 584.85 |
| 101-2253-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | 145.00 | | 09/05/24 |
| | | IPRA* IA | | | | REG:SOPPE-CEU WORKSHOP | | | |
| | | ACCOUNT TOTAL | | | | | 145.00 | .00 | 145.00 |
| 101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP | | | | | | | | | |
| 379 | | 03/25 | AP | 09/05/24 | 0000000 | MENARDS-CEDAR FALLS | 88.28 | | 09/10/24 |
| | | GLUE REMOVER, BATTERIES | | | | SCRAPER | | | |
| 379 | | 03/25 | AP | 08/31/24 | 0000000 | CULLIGAN WATER CONDITIONING | 219.65 | | 09/10/24 |
| | | WATER SERVICE 8/14 & 8/28 | | | | | | | |
| 379 | | 03/25 | AP | 08/22/24 | 0000000 | MENARDS-CEDAR FALLS | 14.98 | | 09/10/24 |
| | | WALL TEXTURE | | | | | | | |
| 379 | | 03/25 | AP | 08/15/24 | 0000000 | MENARDS-CEDAR FALLS | 87.83 | | 09/10/24 |
| | | MAT PROJECT SUPPLY | | | | | | | |
| 381 | | 03/25 | AP | 08/15/24 | 0147466 | US BANK | 44.84 | | 09/05/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP | | | | | | continued | | | |
| | | O DONNELL ACE HARDWARE | | | | SNACK CABINET PAINT | | | |
| 381 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 12.22 | | 09/05/24 |
| | | AMAZON MKTPL*RM5896GP1 | | | | REPLACEMENT PARTS 9 | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 15.77 | | 09/05/24 |
| | | O DONNELL ACE HARDWARE | | | | DISH SOAP AND BRUSH | | | |
| | | ACCOUNT TOTAL | | | | | 483.57 | .00 | 483.57 |
| 101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT. | | | | | | | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 17.38 | | 09/05/24 |
| | | O DONNELL ACE HARDWARE | | | | BLEACH | | | |
| 381 | | 03/25 | AP | 08/01/24 | 0147466 | US BANK | 23.94 | | 09/05/24 |
| | | O DONNELL ACE HARDWARE | | | | PLAY STRUCTURE HOSE | | | |
| 381 | | 03/25 | AP | 07/30/24 | 0147466 | US BANK | 17.69 | | 09/05/24 |
| | | O DONNELL ACE HARDWARE | | | | PAD LOCKS FOR CLEANING | | | |
| 381 | | 03/25 | AP | 07/30/24 | 0147466 | US BANK | 22.37 | | 09/05/24 |
| | | O DONNELL ACE HARDWARE | | | | BLEACH/ VELCRO STRIPS | | | |
| 381 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK | 24.75 | | 09/05/24 |
| | | O DONNELL ACE HARDWARE | | | | SPRAYERS/409 | | | |
| | | ACCOUNT TOTAL | | | | | 106.13 | .00 | 106.13 |
| 101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 345 | | 03/25 | AP | 09/03/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 116.76 | | 09/10/24 |
| | | COPY PAPER | | | | | | | |
| 381 | | 03/25 | AP | 08/20/24 | 0147466 | US BANK | 52.99 | | 09/05/24 |
| | | AMAZON MKTPL*RU6EX1QZ1 | | | | WHITE BOARD SHEET | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 38.49 | | 09/05/24 |
| | | AMAZON MKTPL*RV4NQ7A32 | | | | PLANNER, HDMI CABLE | | | |
| 381 | | 03/25 | AP | 07/25/24 | 0147466 | US BANK | 9.88 | | 09/05/24 |
| | | WAL-MART #0753 | | | | HDMI CABLE | | | |
| | | ACCOUNT TOTAL | | | | | 218.12 | .00 | 218.12 |
| 101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES | | | | | | | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 30.59 | | 09/05/24 |
| | | MENARDS CEDAR FALLS IA | | | | UTILITY KNIFE, PEBBLE, | | | |
| 381 | | 03/25 | AP | 08/06/24 | 0147466 | US BANK | 51.58 | | 09/05/24 |
| | | AMAZON MKTPL*RF81U8732 | | | | PAPER PLATES, CANVASES | | | |
| 381 | | 03/25 | AP | 08/06/24 | 0147466 | US BANK | 33.98 | | 09/05/24 |
| | | AMAZON MKTPL*RF4AL1K32 | | | | SIDEWALK CHALK | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 13.94 | | 09/05/24 |
| | | HOBBY-LOBBY #0135 | | | | JEWELRY, CRAFT SUPPLIES | | | |
| 381 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 75.08 | | 09/05/24 |
| | | AMAZON MKTPL*RV4VP87C1 | | | | LANTERNS, LIGHTS | | | |
| 381 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 32.24 | | 09/05/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES | | | | | | continued | | | |
| | | WAL-MART #0753 | | | | TAPE, PLATES, MARKERS | | | |
| 381 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 45.69 | | 09/05/24 |
| | | MICHAELS STORES 1246 | | | | MARKERS/BEADS/PAPER | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 137.47 | | 09/05/24 |
| | | AMAZON MKTPL*RJ50X5I91 | | | | GLUE/PASTA/PAPER/STICKERS | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 9.94 | | 09/05/24 |
| | | HOBBY-LOBBY #0135 | | | | CRAFT PAPER SUPPLIES | | | |
| 381 | | 03/25 | AP | 07/26/24 | 0147466 | US BANK | 45.09 | | 09/05/24 |
| | | WAL-MART #0753 | | | | GLUE | | | |
| 381 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK | 27.96 | | 09/05/24 |
| | | AMAZON MKTPL*RJ58T2XD1 | | | | COLORED PIPE CLEANERS | | | |
| 381 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK | 15.08 | | 09/05/24 |
| | | AMAZON MKTPL*RJ5808XI1 | | | | GLUE/PASTA/PAPER/STICKERS | | | |
| 381 | | 03/25 | AP | 07/23/24 | 0147466 | US BANK | 67.15 | | 09/05/24 |
| | | AMAZON MKTPL*RJ5OB65M2 | | | | GLUE/PASTA/PAPER/STICKERS | | | |
| | | ACCOUNT TOTAL | | | | | 585.79 | .00 | 585.79 |
| 101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES | | | | | | | | | |
| 345 | | 03/25 | AP | 08/30/24 | 0000000 | SIGNS & DESIGNS, INC. | 115.00 | | 09/10/24 |
| | | FALL 2024 EXHIBIT VINYL | | | | NAR, RED HOUSE, OSIE | | | |
| 345 | | 03/25 | AP | 08/22/24 | 0000000 | STICKFORT ELECTRIC CO., INC. | 2,360.00 | | 09/10/24 |
| | | LED GALLERY LIGHTS | | | | 50% GALLERY SUPPLIES | | | |
| 345 | | 03/25 | AP | 08/15/24 | 0000000 | VAN DOREN'S, LLC | 154.25 | | 09/10/24 |
| | | MATLESS SPACER FRAME | | | | FOR OSIE JOHNSON ARTWORK | | | |
| | | ACCOUNT TOTAL | | | | | 2,629.25 | .00 | 2,629.25 |
| 101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES | | | | | | | | | |
| 345 | | 03/25 | AP | 08/29/24 | 0000000 | O'DONNELL ACE HARDWARE | 219.99 | | 09/10/24 |
| | | EGO LI-ION TRIMMER | | | | | | | |
| 381 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK | 132.99 | | 09/05/24 |
| | | EARL MAY 130 | | | | PLANTS, SOIL FOR PLANTERS | | | |
| | | ACCOUNT TOTAL | | | | | 352.98 | .00 | 352.98 |
| 101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP. | | | | | | | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 36.95 | | 09/05/24 |
| | | AMZN MKTP US*RU02H0A81 | | | | ART WALL MAGNET ACTIVITY | | | |
| 381 | | 03/25 | AP | 08/07/24 | 0147466 | US BANK | 101.48 | | 09/05/24 |
| | | THE WEBSTAURANT STORE INC | | | | COFFEE MACHINE PART | | | |
| 381 | | 03/25 | AP | 08/06/24 | 0147466 | US BANK | 31.64 | | 09/05/24 |
| | | HY-VEE CEDAR FALLS 1052 | | | | EDEN+ INTERVIEW FOOD, GUM | | | |
| 381 | | 03/25 | AP | 08/01/24 | 0147466 | US BANK | 41.94 | | 09/05/24 |
| | | HY-VEE CEDAR FALLS 1052 | | | | POPSICLES FOR SUMMER CAMP | | | |
| | | ACCOUNT TOTAL | | | | | 212.01 | .00 | 212.01 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE | | | | | | | | | | |
| 381 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK | 20.45 | | | 09/05/24 |
| | | USPS PO 1814940913 | | | | SHIPPING PACKAGE, STAMPS | | | | |
| | | | | | | ACCOUNT TOTAL | 20.45 | .00 | 20.45 | |
| 101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | | |
| 345 | | 03/25 | AP | 09/02/24 | 0000000 | VESTIS | 13.94 | | | 09/10/24 |
| | | MAT SERVICE | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 13.94 | .00 | 13.94 | |
| 101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION | | | | | | | | | | |
| 345 | | 03/25 | AP | 08/22/24 | 0000000 | KAREN'S PRINT-RITE | 342.00 | | | 09/10/24 |
| | | FALL 2024 POSTCARD | | | | NAR, RED HOUSE, OSIE | | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 56.25 | | | 09/05/24 |
| | | WAVE - *PRETTY GOOD CO | | | | THANK YOU CARDS | | | | |
| | | | | | | ACCOUNT TOTAL | 398.25 | .00 | 398.25 | |
| 101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS | | | | | | | | | | |
| 381 | | 03/25 | AP | 08/16/24 | 0147466 | US BANK | 1.82 | | | 09/05/24 |
| | | FACEBK *JQP3XK8ZN2 | | | | FACEBOOK ADS | | | | |
| 381 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | .03 | | | 09/05/24 |
| | | FACEBK *XXLVZ7GYN2 | | | | SUMMER 2024 FACEBOOK AD | | | | |
| 381 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 54.76 | | | 09/05/24 |
| | | FACEBK *4LMVM8CYN2 | | | | SUMMER 2024 FACEBOOK ADS | | | | |
| | | | | | | ACCOUNT TOTAL | 56.61 | .00 | 56.61 | |
| 101-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE | | | | | | | | | | |
| 345 | | 03/25 | AP | 09/03/24 | 0000000 | WHITTAKER, ANNA | 150.00 | | | 09/10/24 |
| | | SCULPTURE CLEANING | | | | | | | | |
| 345 | | 03/25 | AP | 09/03/24 | 0000000 | POLKA, MAKAYLA | 150.00 | | | 09/10/24 |
| | | SCULPTURE CLEANING | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 300.00 | .00 | 300.00 | |
| 101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | | | | | |
| 381 | | 03/25 | AP | 08/07/24 | 0147466 | US BANK | 747.70 | | | 09/05/24 |
| | | URBANDI | | | | COFFEE TABLE FOR GALLERY | | | | |
| 381 | | 03/25 | AP | 08/07/24 | 0147466 | US BANK | 75.98 | | | 09/05/24 |
| | | THE WEBSTAURANT STORE INC | | | | FOLDING TABLES | | | | |
| 381 | | 03/25 | AP | 08/01/24 | 0147466 | US BANK | 82.49 | | | 09/05/24 |
| | | USPS PO 1814940913 | | | | POSTAGE FOR EDEN+ LETTERS | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | continued | | | |
| | | | | | | ACCOUNT TOTAL | 906.17 | .00 | 906.17 |
| 101-2280-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 345 | | 03/25 | AP | 09/03/24 | 0000000 | EDEN PLUS, LLC | 8,750.00 | | 09/10/24 |
| | | FEASIBILITY STUDY | | | | PAYMENT 3 OF 4 | | | |
| | | | | | | ACCOUNT TOTAL | 8,750.00 | .00 | 8,750.00 |
| 101-2280-423.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | |
| 345 | | 03/25 | AP | 08/22/24 | 0000000 | STICKFORT ELECTRIC CO., INC. | 2,360.00 | | 09/10/24 |
| | | LED GALLERY LIGHTS | | | | 50% EQUIPMENT | | | |
| | | | | | | ACCOUNT TOTAL | 2,360.00 | .00 | 2,360.00 |
| 101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 6.08 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| 346 | | 03/25 | AP | 08/23/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 26.90 | | 09/10/24 |
| | | PACKAGING TAPE+ DIPENSER | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 32.98 | .00 | 32.98 |
| 101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY | | | | | | | | | |
| 349 | | 03/25 | AP | 08/30/24 | 0000000 | VESTIS | 34.75 | | 09/10/24 |
| | | MATS & TOWELS - PSS BLDG | | | | | | | |
| 349 | | 03/25 | AP | 08/30/24 | 0000000 | VESTIS | 11.25 | | 09/10/24 |
| | | TOWELS - STATION 2 | | | | 1718 MAIN | | | |
| | | | | | | ACCOUNT TOTAL | 46.00 | .00 | 46.00 |
| 101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR | | | | | | | | | |
| 349 | | 03/25 | AP | 08/26/24 | 0000000 | MENARDS-CEDAR FALLS | 12.99 | | 09/10/24 |
| | | 10' CONNECTION HOSE REEL | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 12.99 | .00 | 12.99 |
| 101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | | | | | | | | | |
| 349 | | 03/25 | AP | 08/23/24 | 0000000 | NATIONAL FIRE PROTECTION ASSO | 225.00 | | 09/10/24 |
| | | IND.NFPA DUES THRU OCT'25 | | | | ZOLONDEK# 3689459 | | | |
| 349 | | 03/25 | AP | 08/23/24 | 0000000 | NATIONAL FIRE PROTECTION ASSO | 1,552.50 | | 09/10/24 |
| | | NATL FIRE CODE SUBSCRIP | | | | RENEWAL THRU OCT 2025 | | | |
| | | | | | | ACCOUNT TOTAL | 1,777.50 | .00 | 1,777.50 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | | | | | | | |
| 381 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 353.00 | | 09/05/24 |
| | | JHIGGINSLTD | | | | FLAGS-HONOR GUARD | | | |
| 349 | | 03/25 | AP | 07/01/24 | 0000000 | MIDWEST STORAGE SOLUTIONS, IN | 6,814.44 | | 09/10/24 |
| | | 5 LOCKERS-HONOR GUARD | | | | UNIFRM,EQUIP STORAGE | | | |
| | | | | | | ACCOUNT TOTAL | 7,167.44 | .00 | 7,167.44 |
| 101-4511-414.73-02 OTHER SUPPLIES / DORMITORY FURNISHINGS | | | | | | | | | |
| 381 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | 70.05 | | 09/05/24 |
| | | WAL-MART #0753 | | | | BEDDING-NEW PSO;TOWELS- | | | |
| 381 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 29.98 | | 09/05/24 |
| | | AMAZON MKTPL*RM8NN0HO0 | | | | BEDSIDE LAMP-FIRE | | | |
| | | | | | | ACCOUNT TOTAL | 100.03 | .00 | 100.03 |
| 101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES | | | | | | | | | |
| 381 | | 03/25 | AP | 08/07/24 | 0147466 | US BANK | 141.35 | | 09/05/24 |
| | | MARTIN BROTHERS | | | | KITCHEN SUPPLIES-NNO | | | |
| 381 | | 03/25 | AP | 08/01/24 | 0147466 | US BANK | 78.91 | | 09/05/24 |
| | | AMAZON MKTPL*RF47Z5OP2 | | | | CLOCK-WT.RM/APPARATUS BAY | | | |
| | | | | | | ACCOUNT TOTAL | 220.26 | .00 | 220.26 |
| 101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | |
| 381 | | 03/25 | AP | 07/30/24 | 0147466 | US BANK | 3.00 | | 09/05/24 |
| | | UIOWA ONLINE PAYMENTS | | | | BLS CARD-CORRECTION FEE | | | |
| 349 | | 03/25 | AP | 06/01/24 | 0000000 | TARGETSOLUTIONS LEARNING, LLC | 1,794.00 | | 09/10/24 |
| | | VECTOR CHECK IT SOFTWARE | | | | 6/1/24-5/31/25 | | | |
| | | | | | | ACCOUNT TOTAL | 1,797.00 | .00 | 1,797.00 |
| 101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 349 | | 03/25 | AP | 08/30/24 | 0000000 | FIRE SERVICE TRNG. BUREAU | 50.00 | | 09/10/24 |
| | | CERT.FEE -CHASE/HAZMAT | | | | | | | |
| 349 | | 03/25 | AP | 08/28/24 | 0000000 | FIRE SERVICE TRNG. BUREAU | 50.00 | | 09/10/24 |
| | | RETEST CERT. FEE-RIOS FF1 | | | | | | | |
| 349 | | 03/25 | AP | 08/14/24 | 0000000 | FIRE SERVICE TRNG. BUREAU | 50.00 | | 09/10/24 |
| | | CERT.FEE - ANDERSEN | | | | DRIVER OPERATOR PUMPER | | | |
| 381 | | 03/25 | AP | 08/01/24 | 0147466 | US BANK | 6.00 | | 09/05/24 |
| | | UIOWA ONLINE PAYMENTS | | | | BLS CARD-CORRECTION FEE | | | |
| | | | | | | ACCOUNT TOTAL | 156.00 | .00 | 156.00 |
| 101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | continued | | | |
| 349 | | 03/25 | AP | 08/26/24 | 0000000 | PROSHIELD FIRE & SECURITY | 167.00 | | 09/10/24 |
| | | FIRE EXT. INSPECT/SERVICE | | | | RECHARGE/REPAIR-1718 MAIN | | | |
| 349 | | 03/25 | AP | 08/16/24 | 0000000 | PROSHIELD FIRE & SECURITY | 118.50 | | 09/10/24 |
| | | FIRE EXT. INSPECT/SERVICE | | | | RECHARGE-1718 MAIN | | | |
| | | ACCOUNT TOTAL | | | | | 285.50 | .00 | 285.50 |
| 101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | | | | |
| 391 | | 03/25 | AP | 08/22/24 | 0000000 | WERTJES UNIFORMS | 229.50 | | 09/10/24 |
| | | FIRE UNIFORM-MCNAMARA | | | | BLAUER COAT+STRIPES SEWN | | | |
| 391 | | 03/25 | AP | 08/22/24 | 0000000 | WERTJES UNIFORMS | 226.00 | | 09/10/24 |
| | | FIRE UNIFORM-KRUEGER | | | | BLOUSE COAT W PATCH SEWN | | | |
| 381 | | 03/25 | AP | 08/13/24 | 0147466 | US BANK | 14.00 | | 09/05/24 |
| | | PY *SHIRT SHACK INC. | | | | SHIRTS-YOUTH FIRE ACADEMY | | | |
| 349 | | 03/25 | AP | 08/09/24 | 0000000 | GALLS, LLC | 208.05 | | 09/10/24 |
| | | SM/LG HALF ZIP JOB SHIRTS | | | | | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 299.00 | | 09/05/24 |
| | | JHIGGINSLTD | | | | HONOR GUARD UNIFORM | | | |
| 391 | | 03/25 | AP | 07/25/24 | 0000000 | WERTJES UNIFORMS | 118.00 | | 09/10/24 |
| | | FIRE UNIFORM-KRUEGER | | | | 2X5.11 FIRE CARGO PANTS | | | |
| 381 | | 03/25 | AP | 07/23/24 | 0147466 | US BANK | 507.72 | | 09/05/24 |
| | | PY *SHIRT SHACK INC. | | | | SHIRTS-QUARTERMASTER | | | |
| | | ACCOUNT TOTAL | | | | | 1,602.27 | .00 | 1,602.27 |
| 101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 349 | | 03/25 | AP | 08/30/24 | 0000000 | VESTIS | 25.36 | | 09/10/24 |
| | | MATS - PSS BLDG | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 3.80 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| 346 | | 03/25 | AP | 08/23/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 80.07 | | 09/10/24 |
| | | CLIPBOARDS;EXPANDNG FILES | | | | | | | |
| 381 | | 03/25 | AP | 08/16/24 | 0147466 | US BANK | 67.02 | | 09/05/24 |
| | | AMAZON MKTPL*RU37P4NN0 | | | | PEN REFILLS | | | |
| 346 | | 03/25 | AP | 08/13/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 272.40 | | 09/10/24 |
| | | COPY PAPER,PENS,MAGNETS, | | | | DRAWER ORGANIZER | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 111.00 | | 09/05/24 |
| | | PAYNE CALENDARS | | | | PLANNERS FOR POLICE | | | |
| | | ACCOUNT TOTAL | | | | | 559.65 | .00 | 559.65 |
| 101-5521-415.71-05 OFFICE SUPPLIES / ADVERTISING | | | | | | | | | |
| 381 | | 03/25 | AP | 08/01/24 | 0147466 | US BANK | 35.73 | | 09/05/24 |
| | | FACEBK *ZUJ3S7YTJ2 | | | | NATIONAL NIGHT OUT ADS | | | |
| | | ACCOUNT TOTAL | | | | | 35.73 | .00 | 35.73 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 346 | | 03/25 | AP | 09/02/24 | 0000000 | O'DONNELL ACE HARDWARE | 17.98 | | 09/10/24 |
| | | 2 PADLOCKS | | | | CASE #24073382 | | | |
| 346 | | 03/25 | AP | 08/29/24 | 0000000 | SIGNS BY TOMORROW | 453.25 | | 09/10/24 |
| | | 35 LAMINATE DECALS | | | | STURGIS SIGNAGE | | | |
| 346 | | 03/25 | AP | 08/26/24 | 0000000 | MARTIN BROS.DISTRIBUTING | 126.56 | | 09/10/24 |
| | | 16OZ WHI CUPS/125CT PLATE | | | | | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 11.79 | | 09/05/24 |
| | | AMZN MKTP US*RU0HA4J20 | | | | SHRED CONTAINER REPL.KEY | | | |
| 381 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 39.99 | | 09/05/24 |
| | | AMZN MKTP US*RM3EC2EC0 | | | | WATER FILTERS | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | | 5.25 | 09/05/24 |
| | | FRAMING SUCCESS | | | | CREDIT-SALES TAX ON FRAME | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | | 5.25 | 09/05/24 |
| | | FRAMING SUCCESS | | | | CREDIT-SALES TAX ON FRAME | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 80.25 | | 09/05/24 |
| | | FRAMING SUCCESS | | | | FRAME-COMMAND SCH.-YATES | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 80.25 | | 09/05/24 |
| | | FRAMING SUCCESS | | | | FRAME-COMMAND SCH.-HEUER | | | |
| | | ACCOUNT TOTAL | | | | | 810.07 | 10.50 | 799.57 |
| 101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT | | | | | | | | | |
| 381 | | 03/25 | AP | 08/15/24 | 0147466 | US BANK | 157.99 | | 09/05/24 |
| | | PAYPAL *REOLINKVE9C | | | | CAMERA SURVEILLANCE SYST. | | | |
| | | ACCOUNT TOTAL | | | | | 157.99 | .00 | 157.99 |
| 101-5521-415.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | | | | | | | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 1.00 | | 09/05/24 |
| | | WATERLOO CEDAR FALLS COUR | | | | ONLINE COURIER SUBSCRIPT. | | | |
| | | ACCOUNT TOTAL | | | | | 1.00 | .00 | 1.00 |
| 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | | | | | | | |
| 381 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 353.00 | | 09/05/24 |
| | | JHIGGINSLTD | | | | FLAGS-HONOR GUARD | | | |
| 381 | | 03/25 | AP | 08/09/24 | 0147466 | US BANK | 766.14 | | 09/05/24 |
| | | AMAZON.COM*RM5US1FV1 | | | | 5-GUN LIGHTS | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 199.50 | | 09/10/24 |
| | | PSO NEW HIRE EQUIP-BRADLY | | | | KNIFE/CUFF/BLT KPR/HOLDER | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 406.44 | | 09/10/24 |
| | | PSO NEW HIRE EQUIP-BRADLY | | | | PTRL BAG/EARPIECE/BATON | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 264.50 | | 09/10/24 |
| | | PSO NEW HIRE EQUIP-HUEBNR | | | | CUFFS/KNIFE/BLT KPR/CASES | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 446.44 | | 09/10/24 |
| | | PSO NEW HIRE EQUIP-HUEBNR | | | | OUTR/INNR BLT,EARPC,BAG | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | | | | continued | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 446.44 | | 09/10/24 |
| | | PSO NEW HIRE EQUIP-JCBSON | | | | EARPC/OUTR&INR BLT/BAG/CA | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 264.50 | | 09/10/24 |
| | | PSO NEW HIRE EQUIP-JCBSON | | | | CUFF/KNIFE/BLT KPR/CASES | | | |
| | | ACCOUNT TOTAL | | | | | 3,146.96 | .00 | 3,146.96 |
| 101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM | | | | | | | | | |
| 391 | | 03/25 | AP | 07/18/24 | 0000000 | WERTJES UNIFORMS | 735.20 | | 09/10/24 |
| | | RESERVE NEW HIRE-WELLER | | | | UNIFORM-PANTS/SHIRTS/JKT | | | |
| 391 | | 03/25 | AP | 07/18/24 | 0000000 | WERTJES UNIFORMS | 491.34 | | 09/10/24 |
| | | RESERVE NEW HIRE-WELLER | | | | UNIFORM & EQUIP | | | |
| 391 | | 03/25 | AP | 07/18/24 | 0000000 | WERTJES UNIFORMS | 337.50 | | 09/10/24 |
| | | RESERVE NEW HIRE-WELLER | | | | PATROL BAG & EQUIP | | | |
| | | ACCOUNT TOTAL | | | | | 1,564.04 | .00 | 1,564.04 |
| 101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | |
| 346 | | 03/25 | AP | 09/01/24 | 0000000 | THOMSON REUTERS - WEST | 314.93 | | 09/10/24 |
| | | INVESTIGATIVE SOFTWARE | | | | 8/1/24 - 8/31/24 | | | |
| 346 | | 03/25 | AP | 04/30/24 | 0000000 | VIQ SOLUTIONS, INC | 11.79 | | 09/10/24 |
| | | TRANSCRIPTION #24-030412 | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 326.72 | .00 | 326.72 |
| 101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | |
| 381 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | 30.00 | | 09/05/24 |
| | | PAYPAL *IOWAIAI | | | | ANNUAL DUES-BAUMGARTNER | | | |
| 381 | | 03/25 | AP | 07/30/24 | 0147466 | US BANK | 66.95 | | 09/05/24 |
| | | INVOXIA | | | | SUBSCRIPTION-INVESTIGAT. | | | |
| 381 | | 03/25 | AP | 07/30/24 | 0147466 | US BANK | 66.95 | | 09/05/24 |
| | | INVOXIA | | | | SUBSCRIPTION-INVESTIGAT. | | | |
| | | ACCOUNT TOTAL | | | | | 163.90 | .00 | 163.90 |
| 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 33.76 | | 09/05/24 |
| | | JERSEY MIKES 38015 | | | | MEALS-ILEA GRADUATION | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 277.81 | | 09/05/24 |
| | | HOLIDAY INN EXPRESS | | | | HTL-RED DOT SCH.-T.BALTES | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 277.81 | | 09/05/24 |
| | | HOLIDAY INN EXPRESS | | | | HTL.-RED DOT SCH-K.SCHWAN | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 277.81 | | 09/05/24 |
| | | HOLIDAY INN EXPRESS | | | | HTL.-RED DOT SCH-J.KRAMER | | | |
| 381 | | 03/25 | AP | 07/26/24 | 0147466 | US BANK | 25.01 | | 09/05/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) continued | | | | | | | | | |
| | | TST* EITHER OR | | | | MEAL-TRAUMAS OF LAW ENF. | | | |
| 381 | | 03/25 | AP | 07/26/24 | 0147466 | US BANK | 248.64 | | 09/05/24 |
| | | BAYMONT INNSUITES | | | | HOTEL-TRAUMAS OF LAW ENF. | | | |
| 381 | | 03/25 | AP | 07/26/24 | 0147466 | US BANK | 134.00 | | 09/05/24 |
| | | IA PUBLIC DEF LODGING | | | | HTL.-AR15 ARMORER-BALTES | | | |
| 381 | | 03/25 | AP | 07/25/24 | 0147466 | US BANK | 18.28 | | 09/05/24 |
| | | TST* HIGHLIFE-BAITSHOP | | | | MEAL-TRAUMAS OF LAW ENF. | | | |
| 381 | | 03/25 | AP | 07/25/24 | 0147466 | US BANK | 14.82 | | 09/05/24 |
| | | CHICK-FIL-A #02908 | | | | MEAL-TRAUMAS OF LAW ENF. | | | |
| 381 | | 03/25 | AP | 07/25/24 | 0147466 | US BANK | 67.00 | | 09/05/24 |
| | | IA PUBLIC DEF LODGING | | | | HTL.-AR15 ARMORER-KRUEGER | | | |
| 381 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK | 24.17 | | 09/05/24 |
| | | TST* BUZZARD BILLYS DES | | | | MEAL-TRAUMAS OF LAW ENF. | | | |
| 381 | | 03/25 | AP | 07/23/24 | 0147466 | US BANK | 16.83 | | 09/05/24 |
| | | JIMMY JOHNS - 2449 | | | | MEAL-TRAUMAS OF LAW ENF. | | | |
| | | ACCOUNT TOTAL | | | | | 1,415.94 | .00 | 1,415.94 |
| 101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | 70.00 | | 09/05/24 |
| | | PAYPAL *IOWAIAI | | | | REG:ANN.CONF.BAUMGARTNER | | | |
| 381 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK | 1,100.00 | | 09/05/24 |
| | | DEFENSIVE EDGE TRAINING | | | | REG:ARMORER-KRUEGER/BALTE | | | |
| | | ACCOUNT TOTAL | | | | | 1,170.00 | .00 | 1,170.00 |
| 101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY | | | | | | | | | |
| 381 | | 03/25 | AP | 08/16/24 | 0147466 | US BANK | 230.00 | | 09/05/24 |
| | | IOWA PRISON INDUSTRIES | | | | ILEA UNIFORM-J.JACOBSEN | | | |
| 381 | | 03/25 | AP | 08/16/24 | 0147466 | US BANK | 230.00 | | 09/05/24 |
| | | IOWA PRISON INDUSTRIES | | | | ILEA UNIFORM-A. YAKLICH | | | |
| | | ACCOUNT TOTAL | | | | | 460.00 | .00 | 460.00 |
| 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | | | | |
| 391 | | 03/25 | AP | 08/15/24 | 0000000 | WERTJES UNIFORMS | 86.35 | | 09/10/24 |
| | | UNIFRM ALLOWNCE-HOWARD | | | | S/S SHIRT,COLLAR BRASS | | | |
| 391 | | 03/25 | AP | 08/12/24 | 0000000 | WERTJES UNIFORMS | 217.50 | | 09/10/24 |
| | | UNIFRM ALLOWNCE-MIXDORF | | | | 2 POLOS+PATCHES/PANTS | | | |
| 391 | | 03/25 | AP | 08/09/24 | 0000000 | WERTJES UNIFORMS | 70.45 | | 09/10/24 |
| | | UNIFRM ALLOWNCE-SMITH | | | | S/S SHIRT+PATCHES CPT BAR | | | |
| 391 | | 03/25 | AP | 08/09/24 | 0000000 | WERTJES UNIFORMS | 89.00 | | 09/10/24 |
| | | OFFCR UNIFORM -MIXDORF | | | | 5.11 CARGO PANT RPLCMENT | | | |
| 391 | | 03/25 | AP | 08/02/24 | 0000000 | WERTJES UNIFORMS | 201.99 | | 09/10/24 |
| | | UNIFRM ALLOWNCE-KRAMER | | | | FIRST TACTICAL PANTS | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 940.45 | | 09/10/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | continued | | | |
| | | PSO NEW HIRE UNFRM-BRADLY | | | | SHIRTS/PANTS/JKT/GLOVES | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 145.00 | | 09/10/24 |
| | | PSO NEW HIRE UNFRM-BRADLY | | | | UA SHOE/BOOT | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 85.90 | | 09/10/24 |
| | | PSO NEW HIRE UNFRM-BRADLY | | | | COLLAR BRASS/SRV SINCE | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 940.45 | | 09/10/24 |
| | | PSO NEW HIRE UNFRM-HUEBNR | | | | PANTS/SHIRT/SHORT/JKT/GL | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 115.00 | | 09/10/24 |
| | | PSO NEW HIRE UNFRM-HUEBNR | | | | BATES BOOTS | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 85.90 | | 09/10/24 |
| | | PSO NEW HIRE UNFRM-HUEBNR | | | | COLLAR BRASS/SRV SINCE | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 940.45 | | 09/10/24 |
| | | PSO NEW HIRE UNFRM-JCBSON | | | | SHIRTS/PANTS/JKT/SHORT/GL | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 85.90 | | 09/10/24 |
| | | PSO NEW HIRE UNFRM-JCBSON | | | | COLLAR BRASS/SRV SINCE | | | |
| 391 | | 03/25 | AP | 07/31/24 | 0000000 | WERTJES UNIFORMS | 115.00 | | 09/10/24 |
| | | PSO NEW HIRE UNFRM-JCBSON | | | | BATES BOOTS | | | |
| 391 | | 03/25 | AP | 07/29/24 | 0000000 | WERTJES UNIFORMS | 178.00 | | 09/10/24 |
| | | PSO NEW HIRE UNFRM-HUEBNR | | | | CARGO PANTS X2 | | | |
| 391 | | 03/25 | AP | 07/29/24 | 0000000 | WERTJES UNIFORMS | 124.70 | | 09/10/24 |
| | | UNIFRM ALLOWNCE-O'NEILL | | | | SHIRT W/ PATCHES/PANTS | | | |
| 391 | | 03/25 | AP | 07/22/24 | 0000000 | WERTJES UNIFORMS | 141.65 | | 09/10/24 |
| | | UNIFRM ALLOWANCE-ADELMND | | | | 2 POLOS W/ PATCHES&NAME | | | |
| 391 | | 03/25 | AP | 07/15/24 | 0000000 | WERTJES UNIFORMS | 128.50 | | 09/10/24 |
| | | UNIFRM ALLOWANCE-HOWARD | | | | 2 POLOS W/ PATCHES&NAME | | | |
| 391 | | 03/25 | AP | 04/18/24 | 0000000 | WERTJES UNIFORMS | 6.50 | | 09/10/24 |
| | | UNIFRM ALLOWANCE-ANDERSEN | | | | HEM 5.11 PANTS | | | |
| | | ACCOUNT TOTAL | | | | | 4,698.69 | .00 | 4,698.69 |
| 101-5521-415.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | |
| 346 | | 03/25 | AP | 08/28/24 | 0000000 | KUSTOM SIGNALS, INC. | 2,162.63 | | 09/10/24 |
| | | CFG RAPTOR RADAR | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 2,162.63 | .00 | 2,162.63 |
| 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 374 | | 03/25 | AP | 08/31/24 | 0000000 | CULLIGAN WATER CONDITIONING | 31.00 | | 09/10/24 |
| | | WATER FOR GREENWOOD CEM | | | | 08/14/24 | | | |
| | | ACCOUNT TOTAL | | | | | 31.00 | .00 | 31.00 |
| 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 363 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 351.86 | | 09/10/24 |
| | | TISSUE, TOWELS, SOAP, BAN | | | | DS AND LINERS | | | |
| PROJECT#: | | 062501 | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | ----TRANSACTION---- CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | continued | | | |
| 363 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 83.68 | | 09/10/24 |
| | | TISSUE, TOWELS, SOAP, BAN | | | | DS AND LINERS | | | |
| PROJECT#: | | 062505 | | | | | | | |
| 363 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 78.06 | | 09/10/24 |
| | | TISSUE, TOWELS, SOAP, BAN | | | | DS AND LINERS | | | |
| PROJECT#: | | 062506 | | | | | | | |
| 363 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 87.86 | | 09/10/24 |
| | | TISSUE, TOWELS, SOAP, BAN | | | | DS AND LINERS | | | |
| PROJECT#: | | 062507 | | | | | | | |
| 363 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 41.84 | | 09/10/24 |
| | | TISSUE, TOWELS, SOAP, BAN | | | | DS AND LINERS | | | |
| PROJECT#: | | 062509 | | | | | | | |
| 363 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 448.53 | | 09/10/24 |
| | | TISSUE, TOWELS, SOAP, BAN | | | | DS AND LINERS | | | |
| PROJECT#: | | 062511 | | | | | | | |
| 374 | | 03/25 | AP | 08/27/24 | 0000000 | CHEMSEARCH | 254.95 | | 09/10/24 |
| | | DISINFECTANT CLEANER | | | | | | | |
| PROJECT#: | | 062507 | | | | | | | |
| 328 | | 03/25 | AP | 08/23/24 | 0000000 | CHRISTIE DOOR COMPANY | 80.00 | | 09/10/24 |
| | | OVERHEAD DOOR BUTTON | | | | | | | |
| PROJECT#: | | 062506 | | | | | | | |
| 363 | | 03/25 | AP | 08/23/24 | 0000000 | O'DONNELL ACE HARDWARE | 58.67 | | 09/10/24 |
| | | FURNITURE MOVERS | | | | | | | |
| PROJECT#: | | 062508 | | | | | | | |
| 328 | | 03/25 | AP | 08/20/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 409.72 | | 09/10/24 |
| | | TISSUES, TOWELS AND LINER | | | | S | | | |
| PROJECT#: | | 062501 | | | | | | | |
| 328 | | 03/25 | AP | 08/20/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 83.68 | | 09/10/24 |
| | | TISSUES, TOWELS AND LINER | | | | S | | | |
| PROJECT#: | | 062505 | | | | | | | |
| 328 | | 03/25 | AP | 08/20/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 36.94 | | 09/10/24 |
| | | TISSUES, TOWELS AND LINER | | | | S | | | |
| PROJECT#: | | 062506 | | | | | | | |
| 328 | | 03/25 | AP | 08/20/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 60.50 | | 09/10/24 |
| | | TISSUES, TOWELS AND LINER | | | | S | | | |
| PROJECT#: | | 062511 | | | | | | | |
| 374 | | 03/25 | AP | 08/20/24 | 0000000 | ECHO GROUP, INC. | 89.58 | | 09/10/24 |
| | | LABEL MAKER CARTRIDGE | | | | | | | |
| PROJECT#: | | 062501 | | | | | | | |
| 381 | | 03/25 | AP | 08/20/24 | 0147466 | US BANK | 20.80 | | 09/05/24 |
| | | AMAZON MKTPL*RU6Z79630 | | | | SIGNAGE | | | |
| PROJECT#: | | 062511 | | | | | | | |
| 363 | | 03/25 | AP | 08/19/24 | 0000000 | LED SAVE | 1,065.25 | | 09/10/24 |
| | | LED LIGHTS | | | | | | | |
| PROJECT#: | | 062506 | | | | | | | |
| 328 | | 03/25 | AP | 08/16/24 | 0000000 | MENARDS-CEDAR FALLS | 182.25 | | 09/10/24 |
| | | HOSE, SPRINKLERS, TIMERS | | | | | | | |
| PROJECT#: | | 062509 | | | | | | | |
| 328 | | 03/25 | AP | 08/16/24 | 0000000 | POLK'S LOCK SERVICE,INC. | 3.00 | | 09/10/24 |

| 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 | | | |
| | | KEYS | | | | | | | |
| | PROJECT#: | 062501 | | | | | | | |
| | 328 | 03/25 | AP | 08/14/24 | 0000000 | MENARDS-CEDAR FALLS | 23.35 | | 09/10/24 |
| | | POWER STRIPS, ELECTRICAL | | | | CONNECTORS | | | |
| | PROJECT#: | 062511 | | | | | | | |
| | 381 | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 49.99 | | 09/05/24 |
| | | AMAZON MKTPL*RM7Q78N90 | | | | KEYBOARD TRAY | | | |
| | PROJECT#: | 062506 | | | | | | | |
| | 381 | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 36.99 | | 09/05/24 |
| | | AMAZON MKTPL*RM1317Z71 | | | | GROMMETTS | | | |
| | PROJECT#: | 062511 | | | | | | | |
| | 381 | 03/25 | AP | 08/06/24 | 0147466 | US BANK | 53.94 | | 09/05/24 |
| | | AMAZON MKTPL*RF6YR0HV1 | | | | ETHERNET PLATES-LOCKERS | | | |
| | PROJECT#: | 062511 | | | | | | | |
| | 381 | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 82.76 | | 09/05/24 |
| | | AMAZON MKTPL*RF5XK5J32 | | | | ETHERNET PLATES-LOCKERS | | | |
| | PROJECT#: | 062511 | | | | | | | |
| | 381 | 03/25 | AP | 07/23/24 | 0147466 | US BANK | 57.90 | | 09/05/24 |
| | | COMPLIANCESIGNS.COM | | | | HAZARD PLACECARD | | | |
| | PROJECT#: | 062506 | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 3,742.10 | .00 | 3,742.10 |
| 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | | | | |
| | 374 | 03/25 | AP | 09/03/24 | 0000000 | O'DONNELL ACE HARDWARE | 13.47 | | 09/10/24 |
| | | DOORSTOPS | | | | | | | |
| | PROJECT#: | 062501 | | | | | | | |
| | 363 | 03/25 | AP | 08/28/24 | 0000000 | O'DONNELL ACE HARDWARE | 20.68 | | 09/10/24 |
| | | WASHERS, DRAIN WRENCH | | | | | | | |
| | PROJECT#: | 062511 | | | | | | | |
| | 374 | 03/25 | AP | 08/28/24 | 0000000 | ECHO GROUP, INC. | 37.30 | | 09/10/24 |
| | | VOLTAGE TESTER | | | | | | | |
| | PROJECT#: | 062506 | | | | | | | |
| | 363 | 03/25 | AP | 08/27/24 | 0000000 | O'DONNELL ACE HARDWARE | 21.37 | | 09/10/24 |
| | | UNIONS | | | | | | | |
| | PROJECT#: | 062507 | | | | | | | |
| | 374 | 03/25 | AP | 08/26/24 | 0000000 | ECHO GROUP, INC. | 133.92 | | 09/10/24 |
| | | EMERGENCY LIGHT/BATTERIES | | | | | | | |
| | PROJECT#: | 062503 | | | | | | | |
| | 328 | 03/25 | AP | 08/22/24 | 0000000 | BASEPOINT BUILDING AUTOMATION | 372.40 | | 09/10/24 |
| | | HANDICAP DOOR REPAIR | | | | | | | |
| | PROJECT#: | 062503 | | | | | | | |
| | 328 | 03/25 | AP | 08/19/24 | 0000000 | AIRE SERV.OF THE CEDAR VALLEY | 2,376.33 | | 09/10/24 |
| | | CIRCULATING PUMP | | | | | | | |
| | PROJECT#: | 062507 | | | | | | | |
| | 363 | 03/25 | AP | 08/16/24 | 0000000 | POLK'S LOCK SERVICE,INC. | 623.30 | | 09/10/24 |
| | | DOOR CLOSER | | | | | | | |
| | PROJECT#: | 062507 | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | ----TRANSACTION---- CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | continued | | | |
| 328 | | 03/25 | AP | 08/12/24 | 0000000 | AIRE SERV.OF THE CEDAR VALLEY | 250.00 | | 09/10/24 |
| | | HVAC SERVICE | | | | | | | |
| PROJECT#: | | 062507 | | | | | | | |
| 328 | | 03/25 | AP | 08/12/24 | 0000000 | AIRE SERV.OF THE CEDAR VALLEY | 199.00 | | 09/10/24 |
| | | HVAC SERVICE | | | | | | | |
| PROJECT#: | | 062507 | | | | | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 16.44 | | 09/05/24 |
| | | AMAZON MKTPL*RJ00C4RB1 | | | | WALL PLATE-AXON CAMERA | | | |
| PROJECT#: | | 062511 | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 4,064.21 | .00 | 4,064.21 |
| 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS | | | | | | | | | |
| 374 | | 03/25 | AP | 09/01/24 | 0000000 | FRESH START CLEANING SOLUTION | 3,639.75 | | 09/10/24 |
| | | JANITORIAL SERVICE | | | | | | | |
| PROJECT#: | | 062511 | | | | | | | |
| 374 | | 03/25 | AP | 09/01/24 | 0000000 | FRESH START CLEANING SOLUTION | 8,050.00 | | 09/10/24 |
| | | JANITORIAL SERVICE | | | | | | | |
| PROJECT#: | | 062507 | | | | | | | |
| 374 | | 03/25 | AP | 09/01/24 | 0000000 | FRESH START CLEANING SOLUTION | 1,725.00 | | 09/10/24 |
| | | JANITORIAL SERVICE | | | | | | | |
| PROJECT#: | | 062505 | | | | | | | |
| 374 | | 03/25 | AP | 09/01/24 | 0000000 | FRESH START CLEANING SOLUTION | 2,144.75 | | 09/10/24 |
| | | JANITORIAL SERVICE | | | | | | | |
| PROJECT#: | | 062506 | | | | | | | |
| 374 | | 03/25 | AP | 09/01/24 | 0000000 | FRESH START CLEANING SOLUTION | 885.50 | | 09/10/24 |
| | | JANITORIAL SERVICE | | | | | | | |
| PROJECT#: | | 062508 | | | | | | | |
| 374 | | 03/25 | AP | 09/01/24 | 0000000 | FRESH START CLEANING SOLUTION | 3,795.00 | | 09/10/24 |
| | | JANITORIAL SERVICE | | | | | | | |
| PROJECT#: | | 062503 | | | | | | | |
| 374 | | 03/25 | AP | 09/01/24 | 0000000 | FRESH START CLEANING SOLUTION | 5,175.00 | | 09/10/24 |
| | | JANITORIAL SERVICE | | | | | | | |
| PROJECT#: | | 062501 | | | | | | | |
| 374 | | 03/25 | AP | 09/01/24 | 0000000 | FRESH START CLEANING SOLUTION | 805.00 | | 09/10/24 |
| | | JANITORIAL SERVICE | | | | | | | |
| PROJECT#: | | 062509 | | | | | | | |
| 363 | | 03/25 | AP | 08/30/24 | 0000000 | VESTIS | 134.80 | | 09/10/24 |
| | | MAT AND TOWEL SERVICE | | | | | | | |
| PROJECT#: | | 062506 | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 26,354.80 | .00 | 26,354.80 |
| 101-6616-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 374 | | 03/25 | AP | 09/03/24 | 0000000 | ACKERSON MASONRY, LLC | 810.00 | | 09/10/24 |
| | | CIP #169 | | | | | | | |
| PROJECT#: | | 062511 | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6616-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | continued | | | |
| | | | | | | ACCOUNT TOTAL | 810.00 | .00 | 810.00 |
| 101-6616-446.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | |
| 363 | | 03/25 | AP | 08/19/24 | 0000000 | LED SAVE | 30,000.00 | | 09/10/24 |
| | | LED LIGHTS CIP #172 | | | | | | | |
| PROJECT#: | | 062503 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 30,000.00 | .00 | 30,000.00 |
| 101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 9.50 | | 09/10/24 |
| | | COPY PAPER | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 5.34 | | 09/10/24 |
| | | BALLPOINT AND GEL PENS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 14.84 | .00 | 14.84 |
| 101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | | |
| 384 | | 03/25 | AP | 08/21/24 | 0000000 | SCHEELS ALL SPORTS | 175.00 | | 09/10/24 |
| | | SAFETY SHOES-A. ENGLAND | | | | P.O. #57007 | | | |
| | | | | | | ACCOUNT TOTAL | 175.00 | .00 | 175.00 |
| 101-6625-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | AMERICAN PUBLIC WORKS ASSOC. | 1,192.00 | | 09/10/24 |
| | | APWA MEMBERSHIP | | | | ENGINEERING DEPT | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | AMERICAN PUBLIC WORKS ASSOC. | 199.00 | | 09/10/24 |
| | | APWA MEMBERSHIP TRAFFIC | | | | LUKEHART | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | AMERICAN PUBLIC WORKS ASSOC. | 199.00 | | 09/10/24 |
| | | APWA MEMBERSHIP FLEET | | | | RAWDON | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | AMERICAN PUBLIC WORKS ASSOC. | 597.00 | | 09/10/24 |
| | | APWA MEMBERSHIP STREETS | | | | YEAROUS,SCHRAGE,ERICKSON | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | AMERICAN PUBLIC WORKS ASSOC. | 199.00 | | 09/10/24 |
| | | APWA MEMBERSHIP REFUSE | | | | SMITH | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | AMERICAN PUBLIC WORKS ASSOC. | 398.00 | | 09/10/24 |
| | | APWA MEMBERSHIP PARKS | | | | MORRIS, CROSS | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | AMERICAN PUBLIC WORKS ASSOC. | 199.00 | | 09/10/24 |
| | | APWA MEMBERSHIP BLDG MAIN | | | | BUCK | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | AMERICAN PUBLIC WORKS ASSOC. | 398.00 | | 09/10/24 |
| | | APWA MEMBERSHIP WATER REC | | | | GRIFFIN, AALFS | | | |
| | | | | | | ACCOUNT TOTAL | 3,381.00 | .00 | 3,381.00 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6625-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 400.00 | | 09/05/24 |
| | | SURVEYORS HISTORICAL SOCI | | | | REG:LUZUM-SURVEY HIST SOC | | | |
| | | | | ACCOUNT TOTAL | | | 400.00 | .00 | 400.00 |
| 101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT. | | | | | | | | | |
| 364 | | 03/25 | AP | 08/26/24 | 0000000 | TEAM SERVICES, INC. | 474.30 | | 09/10/24 |
| | | CONST TESTING-ALGONQUIN | | | | 07/01-07/31/24 | | | |
| PROJECT#: | | 023205 | | | | | | | |
| | | | | ACCOUNT TOTAL | | | 474.30 | .00 | 474.30 |
| 101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | O'DONNELL ACE HARDWARE | 25.68 | | 09/10/24 |
| | | GRINDER WHEEL | | | | | | | |
| 389 | | 03/25 | AP | 08/30/24 | 0000000 | ZIMCO SUPPLY CO. | 204.50 | | 09/10/24 |
| | | GRASS SEED/HYDRO MULCH | | | | | | | |
| 374 | | 03/25 | AP | 08/29/24 | 0000000 | WAPSIE PINES LAWN CARE/LANDSC | 945.41 | | 09/10/24 |
| | | TREES/PLANTS | | | | | | | |
| 374 | | 03/25 | AP | 08/27/24 | 0000000 | BUILDERS SELECT LLC | 33.27 | | 09/10/24 |
| | | SHIMS/CEILING TEXTURE | | | | | | | |
| 374 | | 03/25 | AP | 08/27/24 | 0000000 | O'DONNELL ACE HARDWARE | 20.99 | | 09/10/24 |
| | | SAW BLADES | | | | | | | |
| 374 | | 03/25 | AP | 08/27/24 | 0000000 | ZIMCO SUPPLY CO. | 132.50 | | 09/10/24 |
| | | GRASS SEED | | | | | | | |
| 374 | | 03/25 | AP | 08/26/24 | 0000000 | O'DONNELL ACE HARDWARE | 21.38 | | 09/10/24 |
| | | WATER FILTERS | | | | | | | |
| 374 | | 03/25 | AP | 08/21/24 | 0000000 | ZIMCO SUPPLY CO. | 170.00 | | 09/10/24 |
| | | CHEMICALS ROUNDUP | | | | | | | |
| 374 | | 03/25 | AP | 08/14/24 | 0000000 | MENARDS-CEDAR FALLS | 103.50 | | 09/10/24 |
| | | TOTE/SPRKLR RISER/LAG SCR | | | | TURN BUCKLE | | | |
| 381 | | 03/25 | AP | 08/09/24 | 0147466 | US BANK | 269.98 | | 09/05/24 |
| | | SHERRILLTREE | | | | DYNASORB | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 66.00 | | 09/05/24 |
| | | 2201 - SPRINKLERWHSE | | | | IRRIGATION PARTS | | | |
| 381 | | 03/25 | AP | 08/07/24 | 0147466 | US BANK | 68.84 | | 09/05/24 |
| | | 2201 - SPRINKLERWHSE | | | | POT STAKES-IRRIGATION PTS | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 392.00 | | 09/05/24 |
| | | 2201 - SPRINKLERWHSE | | | | TUBING/COCK TEE-IRRIGATN | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 1,151.98 | | 09/05/24 |
| | | SHERRILLTREE | | | | COMMUNCATION HEAD SETS | | | |
| 328 | | 03/25 | AP | 05/21/24 | 0000000 | OUTDOOR RECREATION PRODUCTS | 773.00 | | 09/10/24 |
| | | REPLACEMENT SWING FIRE CU | | | | T | | | |
| | | | | ACCOUNT TOTAL | | | 4,379.03 | .00 | 4,379.03 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 10.00 | | 09/10/24 |
| | | PROPERTY TAXES | | | | 2024/2025 RECEIPT 646009 | | | |
| 364 | | 03/25 | AP | 08/12/24 | 0000000 | RITLAND & KUIPER LANDSCAPE AR | 3,475.00 | | 09/10/24 |
| | | 3303-SEERLEY PARK IMPROV | | | | 06/01-07/31/24 | | | |
| PROJECT#: | | 063303 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 3,485.00 | .00 | 3,485.00 |
| | | | | | | FUND TOTAL | 161,056.21 | 739.38 | 160,316.83 |
| FUND 203 TAX INCREMENT FINANCING | | | | | | | | | |
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| 206-6637-436.72-16 OPERATING SUPPLIES / TOOLS | | | | | | | | | |
| 363 | | 03/25 | AP | 08/30/24 | 0000000 | BUILDERS SELECT LLC | 27.98 | | 09/10/24 |
| | | STRINGLINE | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 27.98 | .00 | 27.98 |
| 206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | | | | | |
| 389 | | 03/25 | AP | 08/26/24 | 0000000 | STAR EQUIPMENT, LTD. | 1,837.00 | | 09/10/24 |
| | | ASPHALT TAMPER PW03310 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 1,837.00 | .00 | 1,837.00 |
| 206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | | | | |
| 381 | | 03/25 | AP | 08/09/24 | 0147466 | US BANK | 27.99 | | 09/05/24 |
| | | TRACTOR-SUPPLY-CO #0146 | | | | COMPOST SITE GATE WHEEL | | | |
| | | | | | | ACCOUNT TOTAL | 27.99 | .00 | 27.99 |
| 206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS | | | | | | | | | |
| 363 | | 03/25 | AP | 08/16/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 223.00 | | 09/10/24 |
| | | 514 TREMONT | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 223.00 | .00 | 223.00 |
| 206-6637-436.73-32 OTHER SUPPLIES / STREETS | | | | | | | | | |
| 389 | | 03/25 | AP | 08/27/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 1,661.00 | | 09/10/24 |
| | | 59 RIVER RIDGE | | | | CFU PATCH | | | |
| PROJECT#: | | 062436 | | | | | | | |
| 363 | | 03/25 | AP | 08/24/24 | 0000000 | ASPRO, INC. | 613.02 | | 09/10/24 |
| | | ASPHALT | | | | | | | |
| 363 | | 03/25 | AP | 08/24/24 | 0000000 | ASPRO, INC. | 253.98 | | 09/10/24 |

| GROUP NBR | PO NBR | ACCTG PER. | ----TRANSACTION---- CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| 206-6637-436.73-32 OTHER SUPPLIES / STREETS | | | | | | continued | | | |
| | | ASPHALT | | | | | | | |
| 363 | | 03/25 | AP | 08/21/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 679.50 | | 09/10/24 |
| | | PARKWAY AND DIVISION | | | | CFU PATCH | | | |
| PROJECT#: | | 062436 | | | | | | | |
| 363 | | 03/25 | AP | 08/20/24 | 0000000 | BLACK HAWK RENTAL | 135.66 | | 09/10/24 |
| | | PATCHER-LP | | | | | | | |
| 328 | | 03/25 | AP | 08/17/24 | 0000000 | ASPRO, INC. | 206.04 | | 09/10/24 |
| | | ASPHALT | | | | | | | |
| 328 | | 03/25 | AP | 08/17/24 | 0000000 | ASPRO, INC. | 639.54 | | 09/10/24 |
| | | ASPHALT | | | | | | | |
| 363 | | 03/25 | AP | 08/16/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 1,510.00 | | 09/10/24 |
| | | 2511 ASHLAND | | | | CFU PATCH | | | |
| PROJECT#: | | 062436 | | | | | | | |
| 328 | | 03/25 | AP | 08/10/24 | 0000000 | BMC AGGREGATES L.C. | 208.24 | | 09/10/24 |
| | | ROCK | | | | | | | |
| 328 | | 03/25 | AP | 08/10/24 | 0000000 | BMC AGGREGATES L.C. | 633.57 | | 09/10/24 |
| | | SPRAY PATCH | | | | | | | |
| 363 | | 03/25 | AP | 08/07/24 | 0000000 | LOGAN CONTRACTORS SUPPLY,INC. | 1,915.05 | | 09/10/24 |
| | | REBAR | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 8,455.60 | .00 | 8,455.60 |
| 206-6637-436.73-37 OTHER SUPPLIES / CRACK SEALING | | | | | | | | | |
| 328 | | 03/25 | AP | 08/09/24 | 0000000 | LOGAN CONTRACTORS SUPPLY,INC. | 18,018.00 | | 09/10/24 |
| | | CRACK SEALANT | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 18,018.00 | .00 | 18,018.00 |
| 206-6637-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | 2,685.00 | | 09/05/24 |
| | | SQ *NORTHLAND CDL TRAININ | | | | REG:CDL TRAINING | | | |
| | | | | | | ACCOUNT TOTAL | 2,685.00 | .00 | 2,685.00 |
| 206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 364 | | 03/25 | AP | 08/30/24 | 0000000 | FOTH INFRASTRUCTURE & ENVIRON | 26,918.44 | | 09/10/24 |
| | | 3341-HWY 57 & UNION | | | | SERVICES THROUGH 07/31/24 | | | |
| PROJECT#: | | 023341 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 26,918.44 | .00 | 26,918.44 |
| 206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM | | | | | | | | | |
| 364 | | 03/25 | AP | 08/28/24 | 0000000 | BOULDER CONTRACTING, LLC | 34,980.64 | | 09/10/24 |
| | | 3335-2024 ALLEY RECON | | | | | | | |
| PROJECT#: | | 023335 | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| 206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM | | | | | | continued | | | |
| | | | | | | ACCOUNT TOTAL | 34,980.64 | .00 | 34,980.64 |
| 206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 389 | | 03/25 | AP | 08/27/24 | 0000000 | ECHO GROUP, INC. | 263.67 | | 09/10/24 |
| | | PVC CONDUIT/PVC GLUE | | | | | | | |
| 389 | | 03/25 | AP | 08/27/24 | 0000000 | ECHO GROUP, INC. | 77.71 | | 09/10/24 |
| | | CONNECTOR BOX | | | | | | | |
| 389 | | 03/25 | AP | 08/22/24 | 0000000 | MENARDS-CEDAR FALLS | 5.96 | | 09/10/24 |
| | | GROUNDED CUBE TAP | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 347.34 | .00 | 347.34 |
| 206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | | |
| 363 | | 03/25 | AP | 08/12/24 | 0000000 | FASTENAL COMPANY | 23.04 | | 09/10/24 |
| | | GLOVES | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 23.04 | .00 | 23.04 |
| 206-6647-436.72-62 OPERATING SUPPLIES / PAINT | | | | | | | | | |
| 363 | | 03/25 | AP | 08/26/24 | 0000000 | DIAMOND VOGEL PAINT - #64/#55 | 45.75 | | 09/10/24 |
| | | PAINT | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 45.75 | .00 | 45.75 |
| 206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS | | | | | | | | | |
| 363 | | 03/25 | AP | 08/22/24 | 0000000 | IOWA PRISON INDUSTRIES | 7,922.75 | | 09/10/24 |
| | | SIGNS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 7,922.75 | .00 | 7,922.75 |
| 206-6647-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | ATHENS TECHNICAL SPECIALISTS, | 721.57 | | 09/10/24 |
| | | MMV TESTER RECALIBRATION | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 721.57 | .00 | 721.57 |
| | | | | | | FUND TOTAL | 102,234.10 | .00 | 102,234.10 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 215 HOSPITAL FUND | | | | | | | | | |
| 215-1230-421.88-45 OUTSIDE AGENCIES / COMMUNITY HEALTH CARE PR. | | | | | | | | | |
| 384 | | 03/25 | AP | 09/04/24 | 0000000 | FOCUS ON DIABETES | 330.03 | | 09/10/24 |
| | | HEALTH TRUST GRANT-FY25 | | | | | | | |
| 384 | | 03/25 | AP | 08/27/24 | 0000000 | FOCUS ON DIABETES | 1,776.48 | | 09/10/24 |
| | | HEALTH TRUST GRANT-FY25 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 2,106.51 | .00 | 2,106.51 |
| 215-1230-421.89-45 MISCELLANEOUS SERVICES / FARM TAXES | | | | | | | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | GRUNDY COUNTY TREASURER | 5,940.00 | | 09/10/24 |
| | | PROPERTY TAXES-BELZ FARM | | | | 2024/2025 RECEIPT 155921 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 1,464.00 | | 09/10/24 |
| | | PROPERTY TAXES-BELZ FARM | | | | 2024/2025 RECEIPT 630847 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 1,076.00 | | 09/10/24 |
| | | PROPERTY TAXES-BELZ FARM | | | | 2024/2025 RECEIPT 630848 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 1,334.00 | | 09/10/24 |
| | | PROPERTY TAXES-BELZ FARM | | | | 2024/2025 RECEIPT 630853 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 1,344.00 | | 09/10/24 |
| | | PROPERTY TAXES-BELZ FARM | | | | 2024/2025 RECEIPT 630851 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 1,158.00 | | 09/10/24 |
| | | PROPERTY TAXES-BELZ FARM | | | | 2024/2025 RECEIPT 630850 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 1,448.00 | | 09/10/24 |
| | | PROPERTY TAXES-BELZ FARM | | | | 2024/2025 RECEIPT 630849 | | | |
| | | | | | | ACCOUNT TOTAL | 13,764.00 | .00 | 13,764.00 |
| | | | | | | FUND TOTAL | 15,870.51 | .00 | 15,870.51 |
| FUND 216 POLICE BLOCK GRANT FUND | | | | | | | | | |
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 1.52 | | 09/10/24 |
| | | COPY PAPER | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .73 | | 09/10/24 |
| | | BALLPOINT AND GEL PENS | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 2.28 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 4.53 | .00 | 4.53 |
| 217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/01/24 | 0000000 | MRI SOFTWARE LLC | 72.00 | | 09/10/24 |
| | | RESIDENT CHECKS | | | | JULY QTY 6 | | | |
| 371 | | 03/25 | AP | 07/30/24 | 0000000 | MRI SOFTWARE LLC | 16,620.49 | | 09/10/24 |
| | | ANNUAL HAPPY SOFTWARE FEE | | | | 11/01/24-10/31/25 | | | |
| 371 | | 03/25 | AP | 06/30/24 | 0000000 | MRI SOFTWARE LLC | 48.00 | | 09/10/24 |

| GROUP NBR | PO NBR | ACCTG PER. | ----TRANSACTION---- CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | continued | | | |
| | | | | | | RESIDENT CHECKS JUNE QTY 4 | | | |
| 371 | | 03/25 | AP | 04/30/24 | 0000000 | MRI SOFTWARE LLC | 96.00 | | 09/10/24 |
| | | | | | | RESIDENT CHECKS MARCH QTY 8 | | | |
| 371 | | 03/25 | AP | 04/30/24 | 0000000 | MRI SOFTWARE LLC | 240.00 | | 09/10/24 |
| | | | | | | RESIDENT CHECKS APRIL QTY 20 | | | |
| | | | | | | ACCOUNT TOTAL | 17,076.49 | .00 | 17,076.49 |
| 217-2214-432.81-12 PROFESSIONAL SERVICES / COMPUTER SERVICES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/15/24 | 0000000 | NAN MCKAY & ASSOCIATES, INC. | 239.00 | | 09/10/24 |
| | | | | | | HOUSING CHOICE DIGITAL 11/1/24-10/31/25 | | | |
| | | | | | | ACCOUNT TOTAL | 239.00 | .00 | 239.00 |
| | | | | | | FUND TOTAL | 17,320.02 | .00 | 17,320.02 |
| FUND 223 COMMUNITY BLOCK GRANT | | | | | | | | | |
| 223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .38 | | 09/10/24 |
| | | | | | | COPY PAPER | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .15 | | 09/10/24 |
| | | | | | | BALLPOINT AND GEL PENS | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 1.52 | | 09/10/24 |
| | | | | | | LETTER COPY PAPER | | | |
| | | | | | | ACCOUNT TOTAL | 2.05 | .00 | 2.05 |
| | | | | | | FUND TOTAL | 2.05 | .00 | 2.05 |
| FUND 224 TRUST & AGENCY | | | | | | | | | |
| FUND 242 STREET REPAIR FUND | | | | | | | | | |
| 242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON | | | | | | | | | |
| 364 | | 03/25 | AP | 08/28/24 | 0000000 | SCHMITT CONSTRUCTION CO.INC., | 246,814.93 | | 09/10/24 |
| | | | | | | 3271-N CEDAR HEIGHTS PH2 | | | |
| PROJECT#: | | 023271 | | | | | | | |
| 364 | | 03/25 | AP | 08/28/24 | 0000000 | SCHMITT CONSTRUCTION CO.INC., | 39,359.56 | | 09/10/24 |
| | | | | | | 3271-N CEDAR HEIGHTS PH1A | | | |
| PROJECT#: | | 023271 | | | | | | | |
| 364 | | 03/25 | AP | 08/26/24 | 0000000 | TERRACON CONSULTANTS, INC. | 1,091.10 | | 09/10/24 |
| | | | | | | 3271-N CEDAR HEIGHTS PH2 SERVICES THROUGH 08/17/24 | | | |
| PROJECT#: | | 023271 | | | | | | | |
| 364 | | 03/25 | AP | 08/16/24 | 0000000 | AECOM TECHNICAL SERVICES, INC | 50,309.90 | | 09/10/24 |
| | | | | | | 3271-N CEDAR HEIGHTS PH3 START THROUGH 08/09/24 | | | |
| PROJECT#: | | 023271 | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 242 STREET REPAIR FUND | | | | | | | | | |
| 242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON | | | | | | continued | | | |
| 364 | | 03/25 | AP | 08/14/24 | 0000000 | AECOM TECHNICAL SERVICES, INC | 5,507.93 | | 09/10/24 |
| | | 3271-N CEDAR HEIGHTS PH1 | | | | 06/29-08/09/24 | | | |
| PROJECT#: | | 023271 | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 343,083.42 | .00 | 343,083.42 |
| 242-1240-431.92-85 STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION | | | | | | | | | |
| 364 | | 03/25 | AP | 08/30/24 | 0000000 | FOTH INFRASTRUCTURE & ENVIRON | 1,010.00 | | 09/10/24 |
| | | 3238-UNION RD RECONSTRUCT | | | | SERVICES THROUGH 07/31/24 | | | |
| PROJECT#: | | 023238 | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 1,010.00 | .00 | 1,010.00 |
| 242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT | | | | | | | | | |
| 364 | | 03/25 | AP | 08/30/24 | 0000000 | PETERSON CONTRACTORS | 755,352.16 | | 09/10/24 |
| | | 3283-MAIN ST RECONSTRUCT | | | | | | | |
| PROJECT#: | | 023283 | | | | | | | |
| 364 | | 03/25 | AP | 08/26/24 | 0000000 | TERRACON CONSULTANTS, INC. | 1,300.11 | | 09/10/24 |
| | | 3283-MAIN ST RECONSTRUCT | | | | THROUGH 08/17/24 | | | |
| PROJECT#: | | 023283 | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 756,652.27 | .00 | 756,652.27 |
| | | FUND TOTAL | | | | | 1,100,745.69 | .00 | 1,100,745.69 |
| FUND 254 CABLE TV FUND | | | | | | | | | |
| 254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 1.52 | | 09/10/24 |
| | | COPY PAPER | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 4.47 | | 09/10/24 |
| | | PENS/SHARPIE/HILITER/DISP | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 3.04 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 9.03 | .00 | 9.03 |
| 254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES | | | | | | | | | |
| 404 | | 03/25 | AP | 08/27/24 | 0000000 | MENARDS-CEDAR FALLS | 156.27 | | 09/10/24 |
| | | TOOLS | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 156.27 | .00 | 156.27 |
| 254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 254 CABLE TV FUND | | | | | | | | | |
| 254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) continued | | | | | | | | | |
| 381 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 43.79 | | 09/05/24 |
| | | CEDAR FALLS FAMILY RESTAU | | | | MEAL:OTT/MENNEN-CFHS CABL | | | |
| | | ACCOUNT TOTAL | | | | | 43.79 | .00 | 43.79 |
| 254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | |
| 404 | | 03/25 | AP | 08/29/24 | 0000000 | COMMUNITY ELECTRIC, INC. | 1,578.88 | | 09/10/24 |
| | | INSTALLED BOXES-STADIUM | | | | | | | |
| 381 | | 03/25 | AP | 08/09/24 | 0147466 | US BANK | 74.17 | | 09/05/24 |
| | | CLARK WIRE AND CABLE C | | | | KINGS BNC CONNECTORS | | | |
| 381 | | 03/25 | AP | 07/25/24 | 0147466 | US BANK | 449.99 | | 09/05/24 |
| | | B&H PHOTO 800-606-6969 | | | | SHALLOW WALL RACK | | | |
| | | ACCOUNT TOTAL | | | | | 2,103.04 | .00 | 2,103.04 |
| 254-1088-431.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | |
| 381 | | 03/25 | AP | 08/09/24 | 0147466 | US BANK | 1,188.97 | | 09/05/24 |
| | | ALTELIX | | | | STEEL ENCLOSURES W/ PANEL | | | |
| 381 | | 03/25 | AP | 07/24/24 | 0147466 | US BANK | 63.94 | | 09/05/24 |
| | | B&H PHOTO 800-606-6969 | | | | RACK PANEL CONNECTORS | | | |
| | | ACCOUNT TOTAL | | | | | 1,252.91 | .00 | 1,252.91 |
| | | FUND TOTAL | | | | | 3,565.04 | .00 | 3,565.04 |
| FUND 258 PARKING FUND | | | | | | | | | |
| 258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 2.28 | | 09/10/24 |
| | | COPY PAPER | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 1.45 | | 09/10/24 |
| | | BALLPOINT AND GEL PENS | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 2.79 | | 09/10/24 |
| | | PENS/SHARPIE/HILITER/DISP | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 2.28 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 8.80 | .00 | 8.80 |
| 258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES | | | | | | | | | |
| 404 | | 03/25 | AP | 08/31/24 | 0000000 | IPS GROUP, INC | 117.99 | | 09/10/24 |
| | | GATEWAY FEE-AUGUST 2024 | | | | (2 PAY STATIONS) | | | |
| | | ACCOUNT TOTAL | | | | | 117.99 | .00 | 117.99 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 258 PARKING FUND | | | | | | | | | |
| | | | | | | FUND TOTAL | 126.79 | .00 | 126.79 |
| FUND 261 TOURISM & VISITORS | | | | | | | | | |
| 261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS | | | | | | | | | |
| 373 | | 03/25 | AP | 08/30/24 | 0000000 | WOOLVERTON PRINTING CO. | 9,124.00 | | 09/10/24 |
| | | 10,000 POCKET GUIDES | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 9,124.00 | .00 | 9,124.00 |
| 261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM | | | | | | | | | |
| 381 | | 03/25 | AP | 08/15/24 | 0147466 | US BANK | 44.53 | | 09/05/24 |
| | | DNH*GODADDY#3242381273 | | | | SURFCEDARFALLS.COM | | | |
| | | | | | | ACCOUNT TOTAL | 44.53 | .00 | 44.53 |
| 261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS | | | | | | | | | |
| 381 | | 03/25 | AP | 08/07/24 | 0147466 | US BANK | 89.60 | | 09/05/24 |
| | | WAL-MART #0753 | | | | TRAIL MIX FOR MEETINGS/ | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 776.72 | | 09/05/24 |
| | | AMSTERDAM PRNT & LITHO | | | | 500 SHARPIE S-GEL W/LOGO | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 647.71 | | 09/05/24 |
| | | 4IMPRINT | | | | 50 PEN2PAPER JR PADFOLIO | | | |
| | | | | | | ACCOUNT TOTAL | 1,514.03 | .00 | 1,514.03 |
| 261-2291-423.73-55 OTHER SUPPLIES / MEDIA | | | | | | | | | |
| 373 | | 03/25 | AP | 08/28/24 | 0000000 | TWO RIVERS MARKETING | 475.00 | | 09/10/24 |
| | | AUG REPORT/ANALYTICS | | | | | | | |
| 381 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 28.23 | | 09/05/24 |
| | | FACEBK *8TKWM6UFB2 | | | | META ADS FLIGHT 4 | | | |
| 381 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 8.56 | | 09/05/24 |
| | | FACEBK *J6C8C6LFB2 | | | | META ADS FLIGHT 4 | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 250.00 | | 09/05/24 |
| | | FACEBK *UFYGP5YFB2 | | | | META ADS FLIGHT 4 | | | |
| 381 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 456.21 | | 09/05/24 |
| | | GOOGLE*ADS4363039278 | | | | GOOGLE ADS FLIGHT 4 | | | |
| 381 | | 03/25 | AP | 08/01/24 | 0147466 | US BANK | 25.55 | | 09/05/24 |
| | | FIVERRINC | | | | TRAVEL IA COOP AD | | | |
| 381 | | 03/25 | AP | 07/31/24 | 0147466 | US BANK | 11.10 | | 09/05/24 |
| | | SQ *THREE PINES FARM | | | | THREE PINES PHOTO SHOOT | | | |
| 381 | | 03/25 | AP | 07/31/24 | 0147466 | US BANK | 9.10 | | 09/05/24 |
| | | SQ *THREE PINES FARM | | | | THREE PINES PHOTO SHOOT | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 70.28 | | 09/05/24 |
| | | FIVERRINC | | | | TRAVEL IA COOP - AUDIO AD | | | |
| 381 | | 03/25 | AP | 07/26/24 | 0147466 | US BANK | | 169.99 | 09/05/24 |
| | | ENVATO | | | | VIDEO EDITING TOOL | | | |

| GROUP NBR | PO NBR | ACCTG PER. | ----TRANSACTION---- CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 261 TOURISM & VISITORS | | | | | | | | | |
| 261-2291-423.73-55 OTHER SUPPLIES / MEDIA | | | | | | continued | | | |
| 381 | | 03/25 | AP | 07/26/24 | 0147466 | US BANK | 211.86 | | 09/05/24 |
| | | ENVATO | | | | ANNUAL SUBSCRIPTION VIDEO | | | |
| | | | | ACCOUNT TOTAL | | | 1,545.89 | 169.99 | 1,375.90 |
| 261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | |
| 381 | | 03/25 | AP | 07/23/24 | 0147466 | US BANK | 375.22 | | 09/05/24 |
| | | HILTON GARDEN INN OMH DT | | | | HOTEL:LEWIS-RAGBRAI EXPO | | | |
| 381 | | 03/25 | AP | 07/23/24 | 0147466 | US BANK | 10.01 | | 09/05/24 |
| | | KWIK STAR #1068 | | | | FUEL:LEWIS-RAGBRAI EXPO | | | |
| | | | | ACCOUNT TOTAL | | | 385.23 | .00 | 385.23 |
| 261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE | | | | | | | | | |
| 373 | | 03/25 | AP | 08/30/24 | 0000000 | VESTIS | 7.80 | | 09/10/24 |
| | | MAT SERVICE | | | | | | | |
| | | | | ACCOUNT TOTAL | | | 7.80 | .00 | 7.80 |
| 261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS | | | | | | | | | |
| 381 | | 03/25 | AP | 08/01/24 | 0147466 | US BANK | 76.64 | | 09/05/24 |
| | | TST* THE BRASS TAP - CEDA | | | | CEDAR FALLS TOURISM | | | |
| | | | | ACCOUNT TOTAL | | | 76.64 | .00 | 76.64 |
| 261-2291-423.87-05 RENTALS / VEHICLE MAINTENANCE FUND | | | | | | | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 21.95 | | 09/05/24 |
| | | WATERFALLS CAR WASH | | | | WASH/VACUUM TOURISM VAN | | | |
| | | | | ACCOUNT TOTAL | | | 21.95 | .00 | 21.95 |
| 261-2291-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS | | | | | | | | | |
| 373 | | 03/25 | AP | 08/22/24 | 0000000 | CEDAR FALLS COMMUNITY THEATRE | 5,000.00 | | 09/10/24 |
| | | 2024-2025 SEASON | | | | | | | |
| | | | | ACCOUNT TOTAL | | | 5,000.00 | .00 | 5,000.00 |
| 261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 328 | | 03/25 | AP | 08/10/24 | 0000000 | BMC AGGREGATES L.C. | 663.76 | | 09/10/24 |
| | | V AND T ROCK | | | | | | | |
| PROJECT#: | | 117 | | | | | | | |
| 328 | | 03/25 | AP | 08/09/24 | 0000000 | WHITE CAP, LP | 95.04 | | 09/10/24 |
| | | STRAW ROLL-EROSION CTRL | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 261 TOURISM & VISITORS | | | | | | | | | |
| 261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS continued | | | | | | | | | |
| PROJECT#: 117 | | | | | | | | | |
| 328 | | 03/25 | AP | 08/08/24 | 0000000 | BENTON'S SAND & GRAVEL, INC. | 175.94 | | 09/10/24 |
| V AND T ROCK | | | | | | | | | |
| PROJECT#: 117 | | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 934.74 | .00 | 934.74 |
| | | | | | | FUND TOTAL | 18,654.81 | 169.99 | 18,484.82 |
| FUND 262 SENIOR SERVICES & COMM CT | | | | | | | | | |
| 262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 382 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 49.69 | | 09/05/24 |
| AMAZON MKTPL*RV5KA8IZ1 COFFEE & FILTERS | | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 49.69 | .00 | 49.69 |
| | | | | | | FUND TOTAL | 49.69 | .00 | 49.69 |
| FUND 291 POLICE FORFEITURE FUND | | | | | | | | | |
| FUND 292 POLICE RETIREMENT FUND | | | | | | | | | |
| FUND 293 FIRE RETIREMENT FUND | | | | | | | | | |
| FUND 294 LIBRARY RESERVE | | | | | | | | | |
| 294-1060-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS | | | | | | | | | |
| 382 | | 03/25 | AP | 07/23/24 | 0147466 | US BANK | 17.23 | | 09/05/24 |
| AMAZON MKTPL*RJ8DK8PJ2 LRG PRNT BOOKS(MEM POOCK) | | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 17.23 | .00 | 17.23 |
| | | | | | | FUND TOTAL | 17.23 | .00 | 17.23 |
| FUND 295 SOFTBALL PLAYER CAPITAL | | | | | | | | | |
| FUND 296 GOLF CAPITAL | | | | | | | | | |
| FUND 297 REC FACILITIES CAPITAL | | | | | | | | | |
| 297-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 379 | | 03/25 | AP | 08/20/24 | 0000000 | HUPP ELECTRIC MOTORS | 3,478.76 | | 09/10/24 |
| NEW ZERO DEPTH CIRC MOTOR | | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 3,478.76 | .00 | 3,478.76 |
| | | | | | | FUND TOTAL | 3,478.76 | .00 | 3,478.76 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| 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 | | | | | | | | | |
| 364 | | 03/25 | AP | 09/01/24 | 0000000 | PETERSON CONTRACTORS | 22,187.25 | | 09/10/24 |
| | | 3290-CEDAR RIVER REC | | | | | | | |
| PROJECT#: | | 023290 | | | | | | | |
| 404 | | 03/25 | AP | 08/19/24 | 0000000 | STOKES WELDING | 2,000.00 | | 09/10/24 |
| | | 3290-CEDAR RIVER REC | | | | TURTLE HEAD #2 | | | |
| PROJECT#: | | 023290 | | | | | | | |
| | | | | ACCOUNT TOTAL | | | 24,187.25 | .00 | 24,187.25 |
| | | | | FUND TOTAL | | | 24,187.25 | .00 | 24,187.25 |
| FUND 407 VISION IOWA PROJECT | | | | | | | | | |
| FUND 408 STREET IMPROVEMENT FUND | | | | | | | | | |
| FUND 410 CORONAVIRUS LOCAL RELIEF | | | | | | | | | |
| 410-1220-431.96-88 SEWER BOND PROJECTS / MAIN ST. SEWER & STMWATER | | | | | | | | | |
| 364 | | 03/25 | AP | 08/30/24 | 0000000 | PETERSON CONTRACTORS | 156,025.00 | | 09/10/24 |
| | | 3283-MAIN ST RECONSTRUCT | | | | ARPA | | | |
| PROJECT#: | | 023283 | | | | | | | |
| | | | | ACCOUNT TOTAL | | | 156,025.00 | .00 | 156,025.00 |
| | | | | FUND TOTAL | | | 156,025.00 | .00 | 156,025.00 |
| FUND 430 TIF BOND | | | | | | | | | |
| 430-1220-431.97-48 TIF BOND PROJECTS / PARKING LOT CITY HALL | | | | | | | | | |
| 374 | | 03/25 | AP | 09/03/24 | 0000000 | BUILDERS SELECT LLC | 326.52 | | 09/10/24 |
| | | CITY HALL FORMS | | | | | | | |
| PROJECT#: | | 062395 | | | | | | | |
| 363 | | 03/25 | AP | 08/27/24 | 0000000 | O'DONNELL ACE HARDWARE | 29.99 | | 09/10/24 |
| | | HOSE FOR DRAINAGE | | | | | | | |
| PROJECT#: | | 062395 | | | | | | | |
| 374 | | 03/25 | AP | 08/21/24 | 0000000 | LOGAN CONTRACTORS SUPPLY,INC. | 1,765.80 | | 09/10/24 |
| | | CITY HALL REBAR | | | | | | | |
| PROJECT#: | | 062395 | | | | | | | |
| 374 | | 03/25 | AP | 08/19/24 | 0000000 | LEYMASTER TILE, RUSTY | 483.95 | | 09/10/24 |
| | | CITY HALL STORM | | | | | | | |
| PROJECT#: | | 062395 | | | | | | | |
| 374 | | 03/25 | AP | 08/17/24 | 0000000 | BMC AGGREGATES L.C. | 5,172.97 | | 09/10/24 |
| | | CITY HALL ROCK | | | | | | | |
| PROJECT#: | | 062395 | | | | | | | |
| 363 | | 03/25 | AP | 08/16/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 679.50 | | 09/10/24 |

| GROUP NBR | PO NBR | ACCTG PER. | ----TRANSACTION---- CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 430 TIF BOND | | | | | | | | | |
| 430-1220-431.97-48 TIF BOND PROJECTS / PARKING LOT CITY HALL | | | | | | | continued | | |
| | | | | | | WASHINGTON PATCH | | | |
| | | PROJECT#: | | | | 062395 | | | |
| | | | | | | ACCOUNT TOTAL | 8,458.73 | .00 | 8,458.73 |
| 430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD | | | | | | | | | |
| 364 | | 03/25 | AP | 08/29/24 | 0000000 | PETERSON CONTRACTORS | 226,249.10 | | 09/10/24 |
| | | | | | | 3212-WEST VIKING RD RECON | | | |
| | | PROJECT#: | | | | 023212 | | | |
| 364 | | 03/25 | AP | 08/22/24 | 0000000 | SNYDER & ASSOCIATES, INC. | 5,270.28 | | 09/10/24 |
| | | | | | | 3212-WEST VIKING RD RECON 07/01-07/31/24 | | | |
| | | PROJECT#: | | | | 023212 | | | |
| | | | | | | ACCOUNT TOTAL | 231,519.38 | .00 | 231,519.38 |
| 430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES | | | | | | | | | |
| 384 | | 03/25 | AP | 08/30/24 | 0000000 | AHLERS AND COONEY, P.C. | 2,596.00 | | 09/10/24 |
| | | | | | | LGL:ANNEXATION REPRESENT. 07/16/24-08/13/24 | | | |
| 384 | | 03/25 | AP | 08/22/24 | 0000000 | AHLERS AND COONEY, P.C. | 782.00 | | 09/10/24 |
| | | | | | | LGL:URBAN RENEWAL 07/23/24-07/31/24 | | | |
| | | | | | | ACCOUNT TOTAL | 3,378.00 | .00 | 3,378.00 |
| | | | | | | FUND TOTAL | 243,356.11 | .00 | 243,356.11 |
| FUND 431 2014 BOND | | | | | | | | | |
| FUND 432 2003 BOND | | | | | | | | | |
| FUND 433 2001 TIF | | | | | | | | | |
| FUND 434 2024 BOND | | | | | | | | | |
| 434-1220-431.98-13 CAPITAL PROJECTS / WEST 23RD STREET | | | | | | | | | |
| 384 | | 03/25 | AP | 08/30/24 | 0000000 | AHLERS AND COONEY, P.C. | 236.00 | | 09/10/24 |
| | | | | | | LGL:GENERAL 07/25/24 | | | |
| | | PROJECT#: | | | | 023330 | | | |
| 364 | | 03/25 | AP | 08/28/24 | 0000000 | SHIVE-HATTERY | 16,452.77 | | 09/10/24 |
| | | | | | | 3330-W 23RD STREET RECON SERVICES THROUGH 08/23/24 | | | |
| | | PROJECT#: | | | | 023330 | | | |
| | | | | | | ACCOUNT TOTAL | 16,688.77 | .00 | 16,688.77 |
| 434-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS | | | | | | | | | |
| 364 | | 03/25 | AP | 08/29/24 | 0000000 | ASPRO, INC. | 37,406.37 | | 09/10/24 |
| | | | | | | 3331-ORCHARD PICKLEBALL | | | |
| | | PROJECT#: | | | | 023331 | | | |
| | | | | | | ACCOUNT TOTAL | 37,406.37 | .00 | 37,406.37 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 434 2024 BOND | | | | | | | | | |
| | | | | | | FUND TOTAL | 54,095.14 | .00 | 54,095.14 |
| FUND 435 1999 TIF | | | | | | | | | |
| FUND 436 2016 BOND | | | | | | | | | |
| FUND 437 2018 BOND | | | | | | | | | |
| FUND 438 2020 BOND | | | | | | | | | |
| FUND 439 2022 BOND | | | | | | | | | |
| 439-1220-431.98-87 CAPITAL PROJECTS / SLOPE REPAIR | | | | | | | | | |
| 364 | | 03/25 | AP | 08/15/24 | 0000000 | AECOM TECHNICAL SERVICES, INC | 7,323.58 | | 09/10/24 |
| | | | | | | 3256-GREENWOOD CEM SLOPE 06/29-08/09/24 | | | |
| PROJECT#: 023256 | | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 7,323.58 | .00 | 7,323.58 |
| | | | | | | FUND TOTAL | 7,323.58 | .00 | 7,323.58 |
| FUND 443 CAPITAL PROJECTS | | | | | | | | | |
| 443-1220-431.92-27 STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS | | | | | | | | | |
| 328 | | 03/25 | AP | 08/15/24 | 0000000 | MIDLAND CONCRETE PRODUCTS, LL | 634.02 | | 09/10/24 |
| | | | | | | COLUMBARIUM PROJECT | | | |
| | | | | | | ACCOUNT TOTAL | 634.02 | .00 | 634.02 |
| 443-1220-431.94-38 CAPITAL PROJECTS / PRIVATE PROP.ASH TREES RM | | | | | | | | | |
| 363 | | 03/25 | AP | 08/27/24 | 0000000 | OWENS PROPERTY SERVICE, INC. | 2,500.00 | | 09/10/24 |
| | | | | | | PRIVATE ASH TREE REMOVAL 1937 CLAY STREET | | | |
| | | | | | | ACCOUNT TOTAL | 2,500.00 | .00 | 2,500.00 |
| 443-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS | | | | | | | | | |
| 379 | | 03/25 | AP | 08/29/24 | 0000000 | D & N FENCE CO. INC. | 58,597.00 | | 09/10/24 |
| | | | | | | LABOR & MATERIALS FOR PICKLE BALL FENCING | | | |
| PROJECT#: 023331 | | | | | | | | | |
| 389 | | 03/25 | AP | 08/28/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 1,132.50 | | 09/10/24 |
| | | | | | | PICKLEBALL SIDEWALK | | | |
| PROJECT#: 023331 | | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 59,729.50 | .00 | 59,729.50 |
| | | | | | | FUND TOTAL | 62,863.52 | .00 | 62,863.52 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 472 PARKADE RENOVATION | | | | | | | | | |
| FUND 473 SIDEWALK ASSESSMENT | | | | | | | | | |
| 473-1220-431.98-99 CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESSMT | | | | | | | | | |
| 364 | | 03/25 | AP | 08/28/24 | 0000000 | JQ CONSTRUCTION, LLC | 7,600.55 | | 09/10/24 |
| | | 3324-2024 SIDEWALK ASSESS | | | | | | | |
| PROJECT#: | | 023324 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 7,600.55 | .00 | 7,600.55 |
| | | | | | | FUND TOTAL | 7,600.55 | .00 | 7,600.55 |
| FUND 483 ECONOMIC DEVELOPMENT | | | | | | | | | |
| FUND 484 ECONOMIC DEVELOPMENT LAND | | | | | | | | | |
| 484-2245-432.91-10 LAND / INDUSTRIAL PARK LAND ACQ | | | | | | | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 1,410.65 | | 09/10/24 |
| | | PROPERTY TAXES-RIDGEWAY | | | | 2024/2025 RECEIPT 645954 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 1,372.00 | | 09/10/24 |
| | | PROPERTY TAXES-RIDGEWAY | | | | 2024/2025 RECEIPT 645953 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 1,500.00 | | 09/10/24 |
| | | PROPERTY TAXES-GIBSON | | | | 2024/2025 RECEIPT 607654 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 500.00 | | 09/10/24 |
| | | PROPERTY TAXES-GIBSON | | | | 2024/2025 RECEIPT 619045 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 630.00 | | 09/10/24 |
| | | PROPERTY TAXES-GIBSON | | | | 2024/2025 RECEIPT 619046 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 1,030.00 | | 09/10/24 |
| | | PROPERTY TAXES-GIBSON | | | | 2024/2025 RECEIPT 619042 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 178.00 | | 09/10/24 |
| | | PROPERTY TAXES-GIBSON | | | | 2024/2025 RECEIPT 619044 | | | |
| 384 | | 03/25 | AP | 09/01/24 | 0000000 | BLACK HAWK CO.TREASURER | 1,780.00 | | 09/10/24 |
| | | PROPERTY TAXES-GIBSON | | | | 2024/2025 RECEIPT 619048 | | | |
| | | | | | | ACCOUNT TOTAL | 8,400.65 | .00 | 8,400.65 |
| | | | | | | FUND TOTAL | 8,400.65 | .00 | 8,400.65 |
| 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 | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 550 2000 SEWER BOND FUND | | | | | | | | | |
| FUND 551 REFUSE FUND | | | | | | | | | |
| 551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 374 | | 03/25 | AP | 08/31/24 | 0000000 | CULLIGAN WATER CONDITIONING | 15.50 | | 09/10/24 |
| | | WATER FOR TRANSFER ST | | | | 08/14/24 | | | |
| 374 | | 03/25 | AP | 08/31/24 | 0000000 | CULLIGAN WATER CONDITIONING | 7.75 | | 09/10/24 |
| | | WATER FOR TRANSFER ST | | | | 08/28/24 | | | |
| 381 | | 03/25 | AP | 08/20/24 | 0147466 | US BANK | 113.56 | | 09/05/24 |
| | | AMAZON MKTPL*RU10C0DW1 | | | | LABELING TAPE | | | |
| | | ACCOUNT TOTAL | | | | | 136.81 | .00 | 136.81 |
| 551-6685-436.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | |
| 328 | | 03/25 | AP | 08/21/24 | 0000000 | SIGNS BY TOMORROW | 722.75 | | 09/10/24 |
| | | NEW RECYCLING SIGN FOR | | | | TRANSFER ST | | | |
| | | ACCOUNT TOTAL | | | | | 722.75 | .00 | 722.75 |
| 551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES | | | | | | | | | |
| 363 | | 03/25 | AP | 08/21/24 | 0000000 | MENARDS-CEDAR FALLS | 39.92 | | 09/10/24 |
| | | STENCIL KIT FOR TRANSFER | | | | STATION | | | |
| | | ACCOUNT TOTAL | | | | | 39.92 | .00 | 39.92 |
| 551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | | | | | |
| 374 | | 03/25 | AP | 09/03/24 | 0000000 | KEITH MFG. CO. | 2,754.50 | | 09/10/24 |
| | | BEARINGS FOR WALKING FLOO | | | | R | | | |
| | | ACCOUNT TOTAL | | | | | 2,754.50 | .00 | 2,754.50 |
| 551-6685-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/06/24 | 0147466 | US BANK | 895.00 | | 09/05/24 |
| | | SQ *NORTHLAND CDL TRAININ | | | | REG:BLOHN-CDL TRAINING | | | |
| | | ACCOUNT TOTAL | | | | | 895.00 | .00 | 895.00 |
| 551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT. | | | | | | | | | |
| 328 | | 03/25 | AP | 08/22/24 | 0000000 | CORY'S PAINTING, L.L.C. | 2,665.26 | | 09/10/24 |
| | | RECYCLING CENTER PAINTING | | | | UPPER LEVEL | | | |
| | | ACCOUNT TOTAL | | | | | 2,665.26 | .00 | 2,665.26 |
| 551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN | | | | | | | | | |
| 374 | | 03/25 | AP | 08/30/24 | 0000000 | MIDWEST ELECTRONIC RECOVERY | 573.50 | | 09/10/24 |
| | | COMPUTER RECYCLING | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 551 REFUSE FUND | | | | | | | | | |
| 551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN | | | | | | continued | | | |
| 374 | | 03/25 | AP | 08/30/24 | 0000000 | SAM ANNIS & CO. | 41.50 | | 09/10/24 |
| | | PROPANE FOR RECYCLING CTR | | | | | | | |
| 363 | | 03/25 | AP | 08/29/24 | 0000000 | CONTINENTAL RESEARCH CORP. | 343.95 | | 09/10/24 |
| | | ODOR NEUTRALIZER FOR | | | | TRANSFER STATION | | | |
| 374 | | 03/25 | AP | 08/24/24 | 0000000 | LIBERTY TIRE RECYCLING, LLC | 551.87 | | 09/10/24 |
| | | TIRE RECYCLING | | | | | | | |
| 328 | | 03/25 | AP | 08/23/24 | 0000000 | SAM ANNIS & CO. | 83.00 | | 09/10/24 |
| | | PROPANE TANK REFILL RECYC | | | | LING CENTER | | | |
| 328 | | 03/25 | AP | 07/17/24 | 0000000 | CONTINENTAL RESEARCH CORP. | 255.42 | | 09/10/24 |
| | | WOWZER PLUS DEODORIZER | | | | FOR GARBAGE CANS | | | |
| | | ACCOUNT TOTAL | | | | | 1,849.24 | .00 | 1,849.24 |
| | | FUND TOTAL | | | | | 9,063.48 | .00 | 9,063.48 |
| FUND 552 SEWER RENTAL FUND | | | | | | | | | |
| 552-6665-436.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | | | | | | | | | |
| 381 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | 209.98 | | 09/05/24 |
| | | WEF MAIN | | | | EDUCATIONAL BOOKS | | | |
| | | ACCOUNT TOTAL | | | | | 209.98 | .00 | 209.98 |
| 552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | | |
| 376 | | 03/25 | AP | 08/21/24 | 0000000 | CAMPBELL SUPPLY WATERLOO | 143.52 | | 09/10/24 |
| | | ELECTROLYTE/SAFETY GLOVES | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 143.52 | .00 | 143.52 |
| 552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | | | | | |
| 376 | | 03/25 | AP | 08/21/24 | 0000000 | BDP INDUSTRIES | 371.66 | | 09/10/24 |
| | | HYDRAULIC FILTR/BELTPRESS | | | | | | | |
| 404 | | 03/25 | AP | 08/02/24 | 0000000 | DEZURIK, INC. | 930.58 | | 09/10/24 |
| | | VALVE-GRIT | | | | | | | |
| 376 | | 03/25 | AP | 07/10/24 | 0000000 | INDUSTRIAL CHEM.LABS & SERVIC | 364.68 | | 09/10/24 |
| | | GENERATOR COIL CLEANER | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 1,666.92 | .00 | 1,666.92 |
| 552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | | | | |
| 376 | | 03/25 | AP | 08/26/24 | 0000000 | O'DONNELL ACE HARDWARE | 23.07 | | 09/10/24 |
| | | FURNACE FILTER | | | | | | | |
| 376 | | 03/25 | AP | 08/26/24 | 0000000 | MENARDS-CEDAR FALLS | 23.97 | | 09/10/24 |
| | | FURNACE FILTER | | | | | | | |
| 376 | | 03/25 | AP | 08/22/24 | 0000000 | UTILITY EQUIPMENT COMPANY | 10.23 | | 09/10/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 552 SEWER RENTAL FUND | | | | | | | | | |
| 552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | continued | | | |
| | | | | | | H2O CURB BOX | | | |
| 376 | | 03/25 | AP | 08/21/24 | 0000000 | UTILITY EQUIPMENT COMPANY | 77.19 | | 09/10/24 |
| | | | | | | CURB BOX SUPPLIES GRIT | | | |
| | | | | | | ACCOUNT TOTAL | 134.46 | .00 | 134.46 |
| 552-6665-436.74-05 SEWER SUPPLIES / OPER EQUIP-COLLECTIONS SY | | | | | | | | | |
| 376 | | 03/25 | AP | 09/04/24 | 0000000 | CONTINENTAL RESEARCH CORP. | 305.50 | | 09/10/24 |
| | | | | | | WASH FOAM AND PAIL | | | |
| | | | | | | ACCOUNT TOTAL | 305.50 | .00 | 305.50 |
| 552-6665-436.74-06 SEWER SUPPLIES / BLDG & GR - LIFT STATIONS | | | | | | | | | |
| 376 | | 03/25 | AP | 08/19/24 | 0000000 | CEDAR FALLS UTILITIES | 5,875.17 | | 09/10/24 |
| | | | | | | FM BREAK FENCE REPAIR | | | |
| 381 | | 03/25 | AP | 08/06/24 | 0147466 | US BANK | 159.99 | | 09/05/24 |
| | | | | | | TRACTOR-SUPPLY-CO #0146 WEED KILLER | | | |
| | | | | | | ACCOUNT TOTAL | 6,035.16 | .00 | 6,035.16 |
| 552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY | | | | | | | | | |
| 328 | | 03/25 | AP | 08/23/24 | 0000000 | UTILITY EQUIPMENT COMPANY | 2,408.70 | | 09/10/24 |
| | | | | | | MANHOLES | | | |
| 363 | | 03/25 | AP | 08/23/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 446.00 | | 09/10/24 |
| | | | | | | WILLOW BOXOUTS | | | |
| 328 | | 03/25 | AP | 08/22/24 | 0000000 | O'DONNELL ACE HARDWARE | 34.95 | | 09/10/24 |
| | | | | | | CONCRETE-CONE TOP REPAIRS | | | |
| | | | | | | ACCOUNT TOTAL | 2,889.65 | .00 | 2,889.65 |
| 552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL | | | | | | | | | |
| 374 | | 03/25 | AP | 08/28/24 | 0000000 | IOWA ONE CALL | 406.80 | | 09/10/24 |
| | | | | | | IOWA ONE CALLS JULY 2024 | | | |
| | | | | | | ACCOUNT TOTAL | 406.80 | .00 | 406.80 |
| 552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS | | | | | | | | | |
| 376 | | 03/25 | AP | 08/27/24 | 0000000 | MENARDS-CEDAR FALLS | 83.16 | | 09/10/24 |
| | | | | | | EYE BOLT/MAGNETS/LIMEAWAY LS SUPPLIES | | | |
| 376 | | 03/25 | AP | 08/21/24 | 0000000 | JOHNSTONE SUPPLY OF WATERLOO | 677.67 | | 09/10/24 |
| | | | | | | ACTUATOR RIDGEWAY LS | | | |
| | | | | | | ACCOUNT TOTAL | 760.83 | .00 | 760.83 |

| GROUP NBR | PO NBR | ACCTG PER. | ----TRANSACTION---- CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 552 SEWER RENTAL FUND | | | | | | | | | |
| 552-6665-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | |
| 381 | | 03/25 | AP | 08/16/24 | 0147466 | US BANK | 20.00 | | 09/05/24 |
| | | 2024 IAWEA OPERATOR/PR | | | | IA DUES:DIETZ | | | |
| | | | | | | ACCOUNT TOTAL | 20.00 | .00 | 20.00 |
| 552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 381 | | 03/25 | AP | 08/16/24 | 0147466 | US BANK | 200.00 | | 09/05/24 |
| | | 2024 IAWEA OPERATOR/PR | | | | REG:DIETZ/BONJOUR | | | |
| | | | | | | ACCOUNT TOTAL | 200.00 | .00 | 200.00 |
| 552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | |
| 376 | | 03/25 | AP | 08/16/24 | 0000000 | HACH COMPANY | 1,056.00 | | 09/10/24 |
| | | UVT SENSOR SERVICE | | | | | | | |
| 376 | | 03/25 | AP | 08/15/24 | 0000000 | ALTORFER INC. | 4,478.61 | | 09/10/24 |
| | | UV GENERATOR SERV./REPAIR | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 5,534.61 | .00 | 5,534.61 |
| 552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS | | | | | | | | | |
| 376 | | 03/25 | AP | 09/02/24 | 0000000 | VESTIS | 37.86 | | 09/10/24 |
| | | MOPS AND TOWELS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 37.86 | .00 | 37.86 |
| 552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING | | | | | | | | | |
| 376 | | 03/25 | AP | 08/30/24 | 0000000 | EUROFINS CEDAR FALLS | 2,002.00 | | 09/10/24 |
| | | LAB ANALYSIS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 2,002.00 | .00 | 2,002.00 |
| 552-6665-436.86-61 REPAIR & MAINTENANCE / REP & MAIN-LIFT STATIONS | | | | | | | | | |
| 376 | | 03/25 | AP | 08/29/24 | 0000000 | C & C WELDING & SANDBLASTING | 111.54 | | 09/10/24 |
| | | GALVANIZED SHEET | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 111.54 | .00 | 111.54 |
| 552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 364 | | 03/25 | AP | 08/14/24 | 0000000 | AECOM TECHNICAL SERVICES, INC | 13,540.54 | | 09/10/24 |
| | | 3332-S MAIN SAN SEWER EXT | | | | 06/29-08/09/24 | | | |
| PROJECT#: | | 023332 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 13,540.54 | .00 | 13,540.54 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 552 SEWER RENTAL FUND | | | | | | | | | |
| | | | | | | FUND TOTAL | 33,999.37 | .00 | 33,999.37 |
| FUND 553 2004 SEWER BOND | | | | | | | | | |
| FUND 555 STORM WATER UTILITY | | | | | | | | | |
| 555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 1.90 | | 09/10/24 |
| | | COPY PAPER | | | | | | | |
| 371 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .58 | | 09/10/24 |
| | | BALLPOINT AND GEL PENS | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 2.48 | .00 | 2.48 |
| 555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS | | | | | | | | | |
| 389 | | 03/25 | AP | 08/30/24 | 0000000 | MENARDS-CEDAR FALLS | 29.64 | | 09/10/24 |
| | | 1015 COLLEGE REPAIR | | | | | | | |
| 389 | | 03/25 | AP | 08/28/24 | 0000000 | BENTON'S READY MIX CONCRETE, | 223.00 | | 09/10/24 |
| | | 1015 COLLEGE STREET | | | | | | | |
| 363 | | 03/25 | AP | 08/27/24 | 0000000 | O'DONNELL ACE HARDWARE | 41.94 | | 09/10/24 |
| | | QUIKRETE | | | | 1015 COLLEGE REPAIR | | | |
| 363 | | 03/25 | AP | 08/27/24 | 0000000 | O'DONNELL ACE HARDWARE | 39.97 | | 09/10/24 |
| | | PLIERS/GREAT STUFF | | | | 1015 COLLEGE REPAIR | | | |
| 363 | | 03/25 | AP | 08/22/24 | 0000000 | MENARDS-CEDAR FALLS | 350.11 | | 09/10/24 |
| | | PVC/CEMENT/PRIMER/COUPLIN | | | | 514 BIRDSALL | | | |
| 328 | | 03/25 | AP | 08/10/24 | 0000000 | BMC AGGREGATES L.C. | 184.00 | | 09/10/24 |
| | | DELTA STORM | | | | | | | |
| 328 | | 03/25 | AP | 08/10/24 | 0000000 | BMC AGGREGATES L.C. | 380.80 | | 09/10/24 |
| | | DELTA STORM | | | | | | | |
| 328 | | 03/25 | AP | 08/08/24 | 0000000 | WHITE CAP, LP | 255.07 | | 09/10/24 |
| | | STRAW/STAKES-EROSION CTRL | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 1,504.53 | .00 | 1,504.53 |
| 555-6630-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 404 | | 03/25 | AP | 09/05/24 | 0000000 | ISWEP | 800.00 | | 09/10/24 |
| | | REG:PEREZ-RIVER RESTOR. | | | | AMES, IA 9/30-10/3/24 | | | |
| 381 | | 03/25 | AP | 08/16/24 | 0147466 | US BANK | 2,675.80 | | 09/05/24 |
| | | KAPLAN-DEARBORN-PPI | | | | REG:PEREZ-PE WATER COURSE | | | |
| | | | | | | ACCOUNT TOTAL | 3,475.80 | .00 | 3,475.80 |
| 555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 364 | | 03/25 | AP | 08/20/24 | 0000000 | FOTH INFRASTRUCTURE & ENVIRON | 1,446.75 | | 09/10/24 |
| | | 3261-KATOSKI BRIDGE REPL | | | | SERVICES THROUGH 07/31/24 | | | |
| PROJECT#: | | 023261 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 1,446.75 | .00 | 1,446.75 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 555 STORM WATER UTILITY | | | | | | | | | |
| | | | | | | FUND TOTAL | 6,429.56 | .00 | 6,429.56 |
| FUND 570 SEWER ASSESSMENT | | | | | | | | | |
| FUND 606 DATA PROCESSING FUND | | | | | | | | | |
| 606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 404 | | 03/25 | AP | 08/28/24 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 2.28 | | 09/10/24 |
| | | LETTER COPY PAPER | | | | | | | |
| 381 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 328.76 | | 09/05/24 |
| | | AMZN MKTP US*RM8SZ8VU2 | | | | TONER-WATER REC VAN | | | |
| | | | | | | ACCOUNT TOTAL | 331.04 | .00 | 331.04 |
| 606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 404 | | 03/25 | AP | 08/22/24 | 0000000 | ECHO GROUP, INC. | 92.25 | | 09/10/24 |
| | | DUCT SEAL/ELECT.CONNECTOR | | | | 27TH STREET | | | |
| 404 | | 03/25 | AP | 08/21/24 | 0000000 | MENARDS-CEDAR FALLS | 27.99 | | 09/10/24 |
| | | PADLOCKS-CAMERAS | | | | | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 25.60 | | 09/05/24 |
| | | AMAZON MKTPL*RU01J4JG1 | | | | WALL CHARGERS | | | |
| 381 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | 138.12 | | 09/05/24 |
| | | AMAZON MKTPL*RM8BR7SD1 | | | | PHONE CASES/BACKPACK | | | |
| 381 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 237.40 | | 09/05/24 |
| | | AMAZON MKTPL*RM9O168D0 | | | | KEYSTONES-PD | | | |
| 381 | | 03/25 | AP | 08/05/24 | 0147466 | US BANK | 111.96 | | 09/05/24 |
| | | AMAZON MKTPL*RF5XI95K0 | | | | PATCH CABLES-PUBLIC SAFET | | | |
| 381 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 228.00 | | 09/05/24 |
| | | AMAZON MKTPL*RV1QV97Q1 | | | | GPS PUCKS-PD SQUAD CARS | | | |
| | | | | | | ACCOUNT TOTAL | 861.32 | .00 | 861.32 |
| 606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG. | | | | | | | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 99.00 | | 09/05/24 |
| | | STK*BIGSTOCKPHOTO.COM | | | | ONLINE IMAGE SUBSCRIPTION | | | |
| | | | | | | ACCOUNT TOTAL | 99.00 | .00 | 99.00 |
| 606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | |
| 381 | | 03/25 | AP | 08/20/24 | 0147466 | US BANK | 45.82 | | 09/05/24 |
| | | AMZN MKTP US*RU2Y72KY1 | | | | SCANNER ROLLER REPLACEMTS | | | |
| 381 | | 03/25 | AP | 08/12/24 | 0147466 | US BANK | 65.19 | | 09/05/24 |
| | | AMAZON MKTPL*RM7YF88K0 | | | | SCANNER ROLLER KIT-PD | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 37.34 | | 09/05/24 |
| | | AMAZON MKTPL*RF8WM59S1 | | | | IPAD CASE/SCREEN PROTECTR | | | |
| 381 | | 03/25 | AP | 08/02/24 | 0147466 | US BANK | 47.00 | | 09/05/24 |
| | | AMZN MKTP US*RV5JI77P1 | | | | CABLE TESTER REPLACEMENT | | | |
| 381 | | 03/25 | AP | 07/29/24 | 0147466 | US BANK | 121.29 | | 09/05/24 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 606 DATA PROCESSING FUND | | | | | | | | | |
| 606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | continued | | | |
| | | | | | | AMAZON MKTPL*RV64281G2 2-UPS/CHARGER-LIBRARY | | | |
| | | | | | | ACCOUNT TOTAL | 316.64 | .00 | 316.64 |
| 606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS | | | | | | | | | |
| 404 | | 03/25 | AP | 09/03/24 | 0000000 | FARONICS TECHNOLOGIES USA INC | 720.00 | | 09/10/24 |
| | | | | | | REMOTE SUBSCRIPT. UPGRADE | | | |
| 404 | | 03/25 | AP | 08/29/24 | 0000000 | FARONICS TECHNOLOGIES USA INC | 3,600.00 | | 09/10/24 |
| | | | | | | REMOTE PREM. SUBSCRIPTION 08/29/24-09/28/25 | | | |
| | | | | | | ACCOUNT TOTAL | 4,320.00 | .00 | 4,320.00 |
| 606-1078-441.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | |
| 404 | | 03/25 | AP | 08/30/24 | 0000000 | IT SAVVY, LLC | 18,585.00 | | 09/10/24 |
| | | | | | | FY25 DESKTOPS | | | |
| 404 | | 03/25 | AP | 08/30/24 | 0000000 | IT SAVVY, LLC | 3,430.00 | | 09/10/24 |
| | | | | | | PC'S-ENGINEERING | | | |
| 404 | | 03/25 | AP | 08/29/24 | 0000000 | STRICTLY TECHNOLOGY, LLC | 978.80 | | 09/10/24 |
| | | | | | | AXON SWITCH EXPAN.MODULE | | | |
| 404 | | 03/25 | AP | 08/29/24 | 0000000 | IT SAVVY, LLC | 800.00 | | 09/10/24 |
| | | | | | | DOCKING STATIONS | | | |
| 404 | | 03/25 | AP | 08/29/24 | 0000000 | IT SAVVY, LLC | 4,445.00 | | 09/10/24 |
| | | | | | | FY25 LAPTOPS | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 382.17 | | 09/05/24 |
| | | | | | | AMAZON MKTPL*RU6WN9I62 CAMERA ENCLOSURES/SWITCHS | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 139.99 | | 09/05/24 |
| | | | | | | AMAZON MKTPL*RU01J4JG1 DOCKING STATION | | | |
| 381 | | 03/25 | AP | 08/19/24 | 0147466 | US BANK | 98.03 | | 09/05/24 |
| | | | | | | AMAZON MKTPL*RU6W47IH2 POE+ INJECTORS-27TH ST. | | | |
| 381 | | 03/25 | AP | 08/08/24 | 0147466 | US BANK | 1,689.32 | | 09/05/24 |
| | | | | | | AMERICAN PRODUCTS 27TH ST. CABINET | | | |
| 381 | | 03/25 | AP | 07/30/24 | 0147466 | US BANK | 28.99 | | 09/05/24 |
| | | | | | | AMAZON MKTPL*RV1495712 GPS PUCK-PD | | | |
| | | | | | | ACCOUNT TOTAL | 30,577.30 | .00 | 30,577.30 |
| | | | | | | FUND TOTAL | 36,505.30 | .00 | 36,505.30 |
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | |
| 680-1902-457.51-01 INSURANCE / HEALTH INSURANCE | | | | | | | | | |
| 384 | | 03/25 | AP | 09/03/24 | 0000000 | PDCM INSURANCE | 3,541.66 | | 09/10/24 |
| | | | | | | BENEFITS CONSULTING SERV. SEPTEMBER 2024 | | | |
| | | | | | | ACCOUNT TOTAL | 3,541.66 | .00 | 3,541.66 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | |
| | | | | | | FUND TOTAL | 3,541.66 | .00 | 3,541.66 |
| FUND 681 HEALTH SEVERANCE | | | | | | | | | |
| FUND 682 HEALTH INSURANCE - FIRE | | | | | | | | | |
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | |
| 685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL | | | | | | | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | IOWA DEPT. OF INSPECTIONS & A | 80.00 | | 09/10/24 |
| | | FUEL TANK REGISTRATION | | | | OCT'24-OCT'25 | | | |
| 389 | | 03/25 | AP | 08/30/24 | 0000000 | DICK'S PETROLEUM COMPANY | 2,880.01 | | 09/10/24 |
| | | REPLACED PRODUCT LEVEL | | | | GAUGE ON GAS @BLUFF ST | | | |
| 389 | | 03/25 | AP | 08/27/24 | 0000000 | NORTHLAND PRODUCTS CO. | 41.60 | | 09/10/24 |
| | | USED OIL COLLECTION | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 3,001.61 | .00 | 3,001.61 |
| 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES | | | | | | | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | KELTEK INCORPORATED | 119.18 | | 09/10/24 |
| | | LED WARNING LIGHT #20201 | | | | | | | |
| 389 | | 03/25 | AP | 08/29/24 | 0000000 | LAWSON PRODUCTS, INC. | 1,676.29 | | 09/10/24 |
| | | MISC SHOP SUPPLIES | | | | | | | |
| 389 | | 03/25 | AP | 08/29/24 | 0000000 | MENARDS-CEDAR FALLS | 9.98 | | 09/10/24 |
| | | OVEN MITT FOR HOT GEAR | | | | ENGINE #248 | | | |
| 389 | | 03/25 | AP | 08/29/24 | 0000000 | OUTDOOR & MORE | 11.02 | | 09/10/24 |
| | | #21200 FUEL FILTER | | | | | | | |
| 389 | | 03/25 | AP | 08/28/24 | 0000000 | MENARDS-CEDAR FALLS | 49.00 | | 09/10/24 |
| | | OVEN FOR WARMING GEAR ON | | | | ENGINE #248 | | | |
| 389 | | 03/25 | AP | 08/27/24 | 0000000 | C & C WELDING & SANDBLASTING | 365.34 | | 09/10/24 |
| | | #298 MADE NEW SAFETY PIN | | | | | | | |
| 389 | | 03/25 | AP | 08/21/24 | 0000000 | FASTENAL COMPANY | 4.09 | | 09/10/24 |
| | | BOLT FOR #244 | | | | | | | |
| 381 | | 03/25 | AP | 08/14/24 | 0147466 | US BANK | 14.40 | | 09/05/24 |
| | | USPS PO 1814940913 | | | | PRIORITY MAIL FOR TITLE | | | |
| 374 | | 03/25 | AP | 06/07/24 | 0000000 | PROSHIELD FIRE & SECURITY | 178.90 | | 09/10/24 |
| | | #347 EXTINGUISHER BRACKET | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 2,428.20 | .00 | 2,428.20 |
| 685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS | | | | | | | | | |
| 389 | | 03/25 | AP | 08/27/24 | 0000000 | PRECISE MRM LLC | 1,120.00 | | 09/10/24 |
| | | AVL CHARGES | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 1,120.00 | .00 | 1,120.00 |
| 685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS | | | | | | | | | |
| 389 | | 03/25 | AP | 08/27/24 | 0000000 | D & D TIRE INC. | 290.00 | | 09/10/24 |
| | | #280 TIRE REPAIR | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | |
| 685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS | | | | | | continued | | | |
| | | | | | | ACCOUNT TOTAL | 290.00 | .00 | 290.00 |
| 685-6698-446.87-07 RENTALS / SHOP EQUIPMENT | | | | | | | | | |
| 389 | | 03/25 | AP | 08/22/24 | 0000000 | MENARDS-CEDAR FALLS | 229.99 | | 09/10/24 |
| | | SMALL SCAFOLDING FOR SHOP | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 229.99 | .00 | 229.99 |
| 685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY | | | | | | | | | |
| 389 | | 03/25 | AP | 08/29/24 | 0000000 | D & D TIRE INC. | 1,190.00 | | 09/10/24 |
| | | #347 STEERS | | | | | | | |
| 389 | | 03/25 | AP | 08/29/24 | 0000000 | D & D TIRE INC. | 300.00 | | 09/10/24 |
| | | #240 LRO TIRES | | | | | | | |
| 389 | | 03/25 | AP | 08/29/24 | 0000000 | D & D TIRE INC. | 500.00 | | 09/10/24 |
| | | #348 TAGS | | | | | | | |
| 389 | | 03/25 | AP | 08/22/24 | 0000000 | D & D TIRE INC. | 2,390.00 | | 09/10/24 |
| | | #348 TIRES | | | | | | | |
| 389 | | 03/25 | AP | 08/22/24 | 0000000 | D & D TIRE INC. | 2,520.00 | | 09/10/24 |
| | | DRIVE TIRES #FD500 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 6,900.00 | .00 | 6,900.00 |
| 685-6698-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 389 | | 03/25 | AP | 08/22/24 | 0000000 | CORY'S PAINTING, L.L.C. | 756.85 | | 09/10/24 |
| | | PAINTED OILROOM EXPANSION | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 756.85 | .00 | 756.85 |
| 685-6698-446.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | |
| 389 | | 03/25 | AP | 09/04/24 | 0000000 | COLWELL FORD INC.,BILL | 51,855.00 | | 09/10/24 |
| | | CV01 VAN FOR CABLE VISION | | | | VM00665 | | | |
| 389 | | 03/25 | AP | 08/30/24 | 0000000 | STIVERS FORD, INC. | 45,046.00 | | 09/10/24 |
| | | PD SQUAD VM00666 | | | | | | | |
| 389 | | 03/25 | AP | 08/30/24 | 0000000 | STIVERS FORD, INC. | 44,515.00 | | 09/10/24 |
| | | PD SQUAD VM00667 | | | | | | | |
| 389 | | 03/25 | AP | 08/30/24 | 0000000 | STIVERS FORD, INC. | 45,046.00 | | 09/10/24 |
| | | PD SQUAD VM00668 | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 186,462.00 | .00 | 186,462.00 |
| | | | | | | FUND TOTAL | 201,188.65 | .00 | 201,188.65 |

| GROUP NBR | PO NBR | ACCTG PER. | TRANSACTION CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|---|---|---|---|---|---|---|---|---|
| FUND 686 PAYROLL FUND | | | | | | | | | |
| FUND 687 WORKERS COMPENSATION FUND | | | | | | | | | |
| FUND 688 LTD INSURANCE FUND | | | | | | | | | |
| FUND 689 LIABILITY INSURANCE FUND | | | | | | | | | |
| FUND 724 TRUST & AGENCY | | | | | | | | | |
| FUND 727 GREENWOOD CEMETERY P-CARE | | | | | | | | | |
| FUND 728 FAIRVIEW CEMETERY P-CARE | | | | | | | | | |
| FUND 729 HILLSIDE CEMETERY P-CARE | | | | | | | | | |
| FUND 790 FLOOD LEVY | | | | | | | | | |
| | | | | | | GRAND TOTAL | 2,277,700.72 | 909.37 | 2,276,791.35 |