



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
TUESDAY, SEPTEMBER 08, 2020  
7:00 PM AT CITY HALL VIA VIDEO CONFERENCE**

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**To protect against the spread of the COVID-19, the meeting will be held via video conference. The public may access/participate in the meeting in the following ways:**

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

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

**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

- 1. Approval of the minutes of the Regular City Council meeting of August 17, 2020 and the Special City Council meeting of August 19, 2020.

**Agenda Revisions**

**Special Order of Business**

- 2. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Street Patching Project.
  - a) Receive and file proof of publication of notice of hearing. (Notice published August 21, 2020)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2020 Street Patching Project.

**Old Business**

- 3. Pass Ordinance #2969, amending Section 26-118 of the Code of Ordinances by removing property located north of West 27th Street and west of P E Center Drive from the A-1, Agricultural District, and placing the same in the P, Public District, upon its second consideration.
- 4. Resolution adopting a face mask mandate for the City of Cedar Falls.

## New Business

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

- [5.](#) Receive and file a proclamation recognizing the week of September 6-12, 2020 as Suicide Prevention and Recovery Week.
- [6.](#) Receive and file a proclamation recognizing the week of September 17-23, 2020 as Constitution Week.
- [7.](#) Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions.
  - a) Nathan Arndt, Historic Preservation Commission, term ending 03/31/2022.
- [8.](#) Receive and file the City Council Work Session minutes of August 17, 2020 relative to City Council Committee Structure.
- [9.](#) Receive and file the City Council Work Session minutes of August 26, 2020 relative to COVID-19 Mitigation Options Discussion.
- [10.](#) Receive and file the City Council Work Session minutes of August 31, 2020 relative to COVID-19 Mitigation Options Discussion.
- [11.](#) Receive and file Departmental Monthly Reports for July 2020.
- [12.](#) Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
  - a) Panther Travel Center, 1525 West Ridgeway Avenue.
  - b) United Wine & Liquor, 2211 College Street.
- [13.](#) Approve the following applications for beer permits and liquor licenses:
  - a) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
  - b) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
  - c) Hampton Inn & Suites, 101 West 1st Street, Class C beer & Class B wine - renewal.
  - d) Metro Mart, 103 Franklin Street, Class C beer - renewal.
  - e) Murphy USA, 518 Brandilynn Boulevard, Class C beer - renewal.
  - f) Hilton Garden Inn, 7213 Nordic Drive, Class B liquor, Class B native wine & outdoor service - renewal.
  - g) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.
  - h) Wilbo, 118 Main Street, Class C liquor - renewal.
  - i) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.
  - j) Chuck E. Cheese's, 5911 University Avenue, Class B beer – change in ownership.
  - k) United Wine & Liquor, 2211 College Street, Class E liquor – new.

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

- [14.](#) Resolution approving the recommendation of the Mayor to proceed with consideration of the removal of a Planning & Zoning Commissioner.
- [15.](#) Resolution approving and authorizing execution of a Settlement Agreement and Release with JKC Investments, LLC relative to the Cyber Lane-2018 Street Construction Project.
- [16.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 1227 West 22nd Street.
- [17.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 2208 Coventry Lane.

- [18.](#) Resolution approving and authorizing execution of a Managed Content Licensing and Servicing Agreement with Gordon Flesch Company, Inc. relative to replacement of the City's document imaging system.
- [19.](#) Resolution approving and authorizing execution of a lease relative to property vacated by the 2008 flood buyout programs.
- [20.](#) Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the Campus Street Box Culvert Project.
- [21.](#) Resolution approving and accepting completion of public improvements in Prairie Winds 4th Addition.
- [22.](#) Resolution approving and authorizing execution of an Iowa Transportation Alternatives Program (TAP) Project Federal-Aid Agreement with the Iowa Department of Transportation (IDOT) relative to the Lake Street Recreational Trail Project – Central Avenue east to Big Woods Trail Connection.
- [23.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with Snyder & Associates, Inc. relative to the Union Road Recreational Trail Project – 12th Street to 27th Street.
- [24.](#) Resolution approving and authorizing payment, not to exceed \$88,930.00, to River Place Properties, LC for brick paver upgrades to the Plaza public sidewalk in the event that an Amendment to the Agreement for Private Development with River Place Properties, LC is not executed.
- [25.](#) Resolution approving and authorizing execution of a First Amendment to Agreement for Professional Services with Pathways Behavioral Services, Inc. for additional Community Development Block Grant (CDBG) funding relative to the CARES Act.
- [26.](#) Resolution setting September 21, 2020 as the date of public hearing on proposed funding distribution of the State's Community Development Block Grant (CDBG-CV) funding relative to the CARES Act.
- [27.](#) Resolution setting September 21, 2020 as the date of public hearing on a proposed ordinance granting a partial property tax exemption for Owen 5, LLC for construction of an industrial use shop/office facility at 1325 Rail Way.
- [28.](#) Resolution setting September 21, 2020 as the date of public hearing on a proposed ordinance granting a partial property tax exemption for Zuidberg NA, LLC for construction of an industrial use warehouse and office facility at 2700 Capital Way.
- [29.](#) Resolution setting September 21, 2020 as the date of public hearing on a proposed ordinance granting a partial property tax exemption for Tjaden Properties, LLC for construction of an industrial use manufacturing/shop facility at 2800 Technology Parkway.
- [30.](#) Resolution setting September 21, 2020 as the date of public hearing to consider entering into a proposed Agreement for Private Development with Panther Builders, LLC.

**Ordinances:**

- [31.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 4-way stop at the intersection of West 12th Street and Walnut Street, upon its first consideration.

**Allow Bills and Payroll**

- [32.](#) Allow Bills and Payroll of September 8, 2020.

**City Council Referrals**

**City Council Updates**

**Staff Updates**

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

**Adjournment**



**CITY HALL  
CEDAR FALLS, IOWA, AUGUST 17, 2020  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:01 P.M. on the above date. The Mayor opened the meeting and announced that the meeting was being conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency to limit the spread of COVID-19. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Absent: None.

Mayor Green welcomed newly elected Councilmember Kelly Dunn.

- 52942 - It was then moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of August 3, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52943 - Mayor Green announced that in accordance with the public notice of August 7, 2020, this was the time and place for a public hearing on the proposed rezoning from A-1, Agricultural District to P, Public District, of certain property located north of West 27th Street and west of P E Center Drive, and also on an associated amendment to the Future Land Use Map by changing the designation from Medium Density Residential and University to Schools. It was then moved by Darrah and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52944 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning and Community Services Manager Howard provided a brief summary of the proposed rezoning and responded to a question by Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak about the proposed rezoning, the Mayor declared the hearing closed and passed to the next order of business.
- 52945 - It was moved by deBuhr and seconded by Harding that Ordinance #2969, amending Section 26-118 of the Code of Ordinances by removing property located north of West 27th Street and west of P E Center Drive from the A-1, Agricultural District, and placing the same in the P, Public District, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.
- 52946 - It was moved by Darrah and seconded by deBuhr that Resolution #22,077, amending the Future Land Use Map by changing the designation from Medium Density Residential and University to Schools, for property located north of West 27th Street and west of P E Center Drive, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll,

the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,077 duly passed and adopted.

52947 - It was moved by Kruse and seconded by Darrah that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file a proclamation recognizing August 18, 2020 as the 19th Amendment Ratification Centennial Day.

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

- a) Jeremy Rosel, Art & Culture Board.
- b) Jeffrey Zaputil, Human Rights Commission.
- c) Marvin Mattfeld, Park & Recreation Commission.

Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions.

- a) Chelsey Bowermaster, Health Trust Fund Board of Trustees, term ending 12/31/2020.

Receive and file the Committee of the Whole minutes of August 3, 2020 relative to the following items:

- a) Washington Street Reconstruction.
- b) Bills & Payroll.

Receive and file the Abstract of Votes for the July 7, 2020 Special Election to fill vacancy (TFV) and the August 4, 2020 Special Runoff Election to fill vacancy (TFV).

Approve the following applications for beer permits and liquor licenses:

- a) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
- b) The Library, 2222 College Street, Class C liquor & outdoor service - renewal.
- c) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
- d) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - temporary expansion of outdoor service area. (August 22, 2020)
- e) Main Street Sweets, 307 Main Street, Class B native wine – new.
- f) The Ragged Edge Art Bar & Gallery, 504 Bluff Street, Class C liquor & outdoor service – new with exceptions.

Motion carried unanimously.

52948 - It was moved by Kruse and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,078, supporting the Sister City relationship with Ferizaj of the Republic of Kosovo.

Resolution #22,079, naming official depositories for the City of Cedar Falls.

Resolution #22,080, approving and authorizing a request for reimbursement from the Iowa Covid-19 Government Relief Fund for eligible costs related to the Covid-19 public health emergency.

Resolution #22,081, approving and adopting a Benefits Certificate for the City of Cedar Falls Employee Dental Plan.

Resolution #22,082, approving and adopting Summary Plan Descriptions for the City of Cedar Falls Health Benefit Plans.

Resolution #22,083, approving and authorizing execution of a Memorandum of Understanding with the City of Waterloo and Black Hawk County relative to the 2020-2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding for the Tri-County Drug Enforcement Task Force.

Resolution #22,084, approving and authorizing execution of an extension of an Agreement for Custodial Services with Fresh Start Cleaning Solutions, Inc., relative to providing custodial services for city buildings from September 1, 2020 through August 31, 2021.

Resolution #22,085, approving the Certificate of Completion and accepting the work of Peters Construction Corporation for the Place to Play Playground Project.

Resolution #22,086, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with AutoZone Inc. relative to a post-construction stormwater management plan for 6130 University Avenue.

Resolution #22,087, approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the 2018 Street Construction Project.

Resolution #22,088, approving the Certificate of Completion and accepting the work of Iowa Bridge & Culvert, LC for the 2017 Levee/Floodwall System Improvements Project.

Resolution #22,089, approving a Central Business District (CBD) Overlay Zoning District site plan for facade improvements at 212 ½ Main Street.

Resolution #22,090, approving a Central Business District (CBD) Overlay Zoning District site plan for facade improvements at 515 Main Street.

Resolution #22,091, approving an S-1 Shopping Center District site plan for installation of a permanent kiosk for online order pick-up service at 6301 University Avenue.

Resolution #22,092, receiving and filing, and setting September 8, 2020 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Street Patching Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,078 through #22,092 duly passed and adopted.

- 52949 - It was moved by deBuhr and seconded by Darrah that Resolution #22,093, approving the Mayor's nomination of Assistant Chief Craig Berte for appointment as Police Chief, be adopted. Following questions and comments by Councilmembers Sires, Harding, Miller and Dunn, Jim Skaine, 2215 Clay Street, Bob Manning, 2908 West 3rd Street, and Richard Congdon, Western Home Communities, and responses by Mayor Green and Public Safety Services Director Olson, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah. Nay: Sires. Abstain: Dunn. Motion carried. The Mayor then declared Resolution #22,093 duly passed and adopted.
- 52950 - It was moved by Kruse and seconded by Miller that Resolution #22,094, receiving and filing, and approving and accepting the bid of Feldman Concrete, in the amount of \$38,899.20, being the only bid received for the 2020 Sidewalk Assessment Project - Zone 3, be adopted. Following a question by Jim Skaine, 2215 Clay Street, and response by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,094 duly passed and adopted.
- 52951 - It was moved by Kruse and seconded by Miller that Resolution #22,095, approving and authorizing execution of a Contract for Economic Development Marketing Services with Brand Acceleration, Inc., be adopted. Following a comment by Jim Skaine, 2215 Clay Street, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,095 duly passed and adopted.
- 52952 - It was moved by Kruse and seconded by Miller that the bills and payroll of August 17, 2020 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. Following a comment by Jim Skaine, 2215 Clay Street, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.
- 52953 - It was moved by Kruse and seconded by Harding to refer to the Committee of the Whole moving forward with plans to reconstruct Washington Street as a one-way street, while incorporating safety features. Following questions and comments by Mayor Green and Councilmembers Kruse, Miller, deBuhr and Darrah, and responses by City Attorney Rogers, Public Works Director Schrage and City Administrator Gaines, the motion failed 3-4 with Councilmembers Miller, deBuhr, Darrah and Dunn voting Nay.

It was moved by Darrah and seconded by Miller to refer to the Committee of the Whole discussion of a facemask mandate comparable to Waterloo. Following comments by Mayor Green and City Clerk Danielsen, Councilmember Darrah withdrew his original motion. It was then moved by Councilmember Darrah and seconded by Miller to refer discussion of a facemask mandate to a Special Meeting of the City Council. Motion carried 5-2 with Councilmembers deBuhr and Kruse voting Nay.

It was moved by Harding and seconded by Darrah to refer to the Committee of the Whole a presentation by the Bicycle & Pedestrian Advisory Committee on what Cedar Falls can do to prepare for the 'Great American Rail Trail' event. Motion carried unanimously.

- 52954 - City Administrator Gaines and Finance and Business Operations Director Rodenbeck responded to a question by Councilmember Harding regarding an ordinance for motorized bicycles on trails.

Community Development Director Sheetz responded to a question by Councilmember Darrah regarding an update on the Downtown Visioning project.

Mayor Green, City Administrator Gaines and Finance and Business Operations Director Rodenbeck responded to questions by Councilmember Miller regarding electronic meeting timelines, alternate voting order and the compost facility fire.

- 52955 - Public Works Director Schrage announced that the City of Cedar Falls will be sending two crews to Cedar Rapids to assist with their traffic operation needs following the severe weather event.

Mayor Green provided information on how to get involved in the Cedar Rapids recovery efforts by contacting the Linn Area Partners Active in Disaster (LAPAID).

- 52956 - Rick Sharp, 1623 Birch Street, requested that Councilmembers indicate the reason when abstaining from a vote, and commented on the compost facility fire and censorship of social media posts.

Jim Skaine, 2215 Clay Street, spoke about the First Amendment and requested the term "germane" be removed from agendas.

- 52957 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 8:17 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk

**CITY HALL  
CEDAR FALLS, IOWA, AUGUST 19, 2020  
SPECIAL MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Special Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 5:30 P.M. on the above date. The Mayor opened the meeting and announced that the meeting was being conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency to limit the spread of COVID-19. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Absent: None.

- 52958 - It was moved by Dunn and seconded by Darrah that a resolution adopting a face mask mandate for the City of Cedar Falls, be adopted. City Attorney Rogers commented briefly and Mayor Green read a section of the proposed resolution. Following questions and comments by Councilmembers Darrah, deBuhr, Miller, Kruse, Harding, Dunn and Sires and responses by City Attorney Rogers, Mayor Green, Police Chief Berte and Black Hawk County Health Department Doctor Nafissa Cisse Egbuonye, the Mayor called for public comment.

The following individuals spoke in support of the proposed mandate:

Penny Popp, 4805 South Main Street  
Sheryl Jaramillo, Community Main Street Board member, 1716 Clay Street  
Laura Jimenes, University of Northern Iowa student, 204 Magnolia Drive  
Kathryn Sogard, Executive Director of College Hill Partnership, 330  
Columbia Circle, Waterloo  
Dianne Larsen, 1016 Columbia Drive  
Jessica Vickers, 1531 Andover Court  
Doctor Catherine Zeman, University of Northern Iowa Professor of  
Environmental Health Science

The following individuals spoke opposed to the proposed mandate:

Travis Biggs, 1515 Rainbow Drive  
Vicki Van Hauen, 1315 Franklin Street  
LeaAnn Saul, 1825 West Greenhill Road  
Jenny Bagenstos, business owner, 220 Main Street  
Lindsay Messerer, business owner, 922 Rainbow Drive  
Zachary Thoma, 861 Maucker Road

The following individuals provided general comments:

Lauren Holst, 1212 West 16th Street  
Mike Butler, 1022 Washington Street  
Julie Shimek, 104 Main Street  
Kim Bear, Community Main Street Executive Director, 3815 Union Road

Mayor Green announced numerous phone messages received both in favor of and opposed to a face mask mandate. It was then moved by Kruse and seconded by Darrah to amend the resolution to state "recommending" instead of "requiring" face

masks. Following additional questions and comments by Councilmembers Miller, Harding, deBuhr, Darrah, Sires, Kruse and Dunn, Mayor Green, Doctor Egbuonye and City Attorney Rogers, Councilmember Kruse withdrew his motion to amend.

It was then moved by Kruse and seconded by deBuhr to postpone the original motion indefinitely. Following due consideration by the Council, the motion to postpone carried 6-1 with Councilmember Dunn voting Nay.

52959 - It was moved by Miller and seconded by Kruse that the meeting be adjourned at 7:39 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

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

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

**FROM:** Brett Armstrong, Civil Engineer I

**DATE:** August 26, 2020

**SUBJECT:** 2020 Street Patching Project  
Project No. RS-000-3243  
Public Hearing

This project involves the construction of forty-three (43) utility patches on existing City streets. Work shall include roughly 1,015 SY removal and replacement of existing pavement; 167 ton of asphalt patches; 572 LF of concrete curb and gutter; subgrade preparation; and replacement of driveway approaches and pedestrian ramps.

The total estimated cost for the construction of this project is \$367,039.35. The project will be funded by Cedar Falls Utilities.

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

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



2020 Street Patching Project			Project No.: RS-000-3243		
ENGINEER'S ESTIMATE					
ITEM#	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL ESTIMATE PRICE
1	REMOVAL OF PAVEMENT	S.Y.	1014.5	\$ 10.00	\$ 10,145.00
2	REMOVAL OF CURB & GUTTER	L.F.	571.2	\$ 10.00	\$ 5,712.00
3	REMOVAL OF DRIVEWAY	S.Y.	6.8	\$ 50.00	\$ 340.00
4	REMOVAL OF SIDEWALK	S.Y.	46.3	\$ 20.25	\$ 937.58
5	REMOVAL OF PAVED MEDIAN	S.Y.	24.8	\$ 15.00	\$ 372.00
6	SAW CUTTING FOR REMOVALS	L.F.	2217.2	\$ 10.00	\$ 22,172.00
7	EXCAVATION, CLASS 10	C.Y.	349.8	\$ 25.00	\$ 8,745.00
8	CURB, PCC 7 IN. 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	309.4	\$ 40.00	\$ 12,376.00
9	CURB, PCC 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	L.F.	232.1	\$ 46.00	\$ 10,676.60
10	CURB, PCC 7 IN. 3.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	30.2	\$ 52.00	\$ 1,570.40
11	MODIFIED SUBBASE	C.Y.	349.8	\$ 18.00	\$ 6,296.40
12	TOPSOIL, FURNISH & SPREAD	C.Y.	20.19	\$ 75.00	\$ 1,514.25
13	HYDRAULIC SEEDING	S.Y.	181.9	\$ 1.00	\$ 181.90
14	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	6.8	\$ 80.00	\$ 544.00
15	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	43.1	\$ 47.25	\$ 2,036.48
16	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	3	\$ 51.75	\$ 155.25
17	PEDESTRIAN RAMPS, DETECTABLE WARNING	EACH	1	\$ 50.00	\$ 50.00
18	UTILITY PATCH, P.C.C., TYPE "C" CLASS III	S.Y.	777.8	\$ 300.00	\$ 233,340.00
19	UTILITY PATCH, HMA (ST), PG58-28S	TONS	167.3	\$ 250.00	\$ 41,825.00
20	Median, P.C.C., 6", TYPE "C" Class III	SY	24.8	\$ 75.00	\$ 1,860.00
21	COMPACTION OF SUBGRADE	S.Y.	1014.5	\$ 1.00	\$ 1,014.50
22	VALVE ADJUSTMENT	EACH	1	\$ 175.00	\$ 175.00
23	TRAFFIC CONTROL	L.S.	1	\$ 5,000.00	\$ 5,000.00
				<b>Project Estimate:</b>	<b>\$ 367,039.35</b>



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria, Planner I  
**DATE:** August 13, 2020  
**SUBJECT:** Rezoning Request Cedar Falls High School (RZ20-005)  
Land Use Map Amendment (LU20-002)

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**REQUEST:** Amend Future Land Use Map to reflect public use of the property.  
Rezone property from A-1, Agricultural District to P, Public Zoning District.

**PETITIONER:** Cedar Falls Community School District / Brian Sanderman, INVISION  
Architects

**LOCATION:** North of W. 27<sup>th</sup> Street and west of PE Center Drive

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**PROPOSAL**

The Cedar Falls Community School District has requested to rezone 20 acres (871,200SF) of property from the A-1, Agricultural District, to the P, Public Zoning District. This property is located north of W. 27<sup>th</sup> Street and west of PE Center Drive.

**BACKGROUND**

Cedar Falls Community School District (CFCSD) owns the subject property. This parcel was purchased by CFCSD last year from the adjacent property owner to the west in order to provide additional area for the new high school campus.

CFCSD also owns the abutting property at 2701 W 27<sup>th</sup> Street to the east of the subject property which is approximately 50 acres (2,178,000SF). The property west of the subject property is currently being rezoned to allow development of West Fork Crossing, a large planned residential area. The area to the east is owned by the University of Northern Iowa. The 50-acre parcel to the east of the subject property was purchased from UNI, so is already zoned Public.

If the petitioner’s request to rezone the property to P zone is approved, the intent is to combine the subject property with the lot to the east in order to accommodate a new Cedar Falls High

School campus on a total land area of about 70 acres. The applicant will be submitting a site plan for the new Cedar Falls High School facility at a later date.

ANALYSIS

Existing and Proposed Zoning

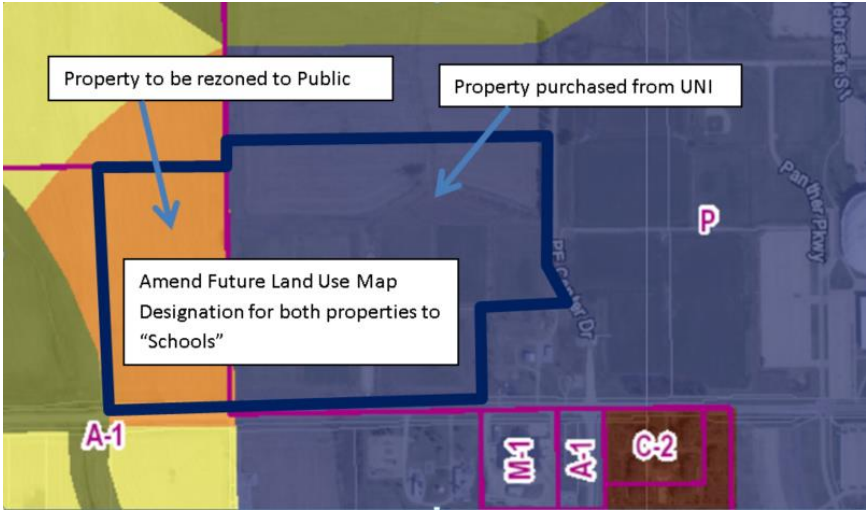
The request is to rezone 20 acres of land north of W 27<sup>th</sup> Street and west of PE Center Drive from A-1, Agricultural District to P, Public Zoning District. The purpose of A-1 Agricultural District is to act as a "holding zone" in areas of the city that are undeveloped and not served by essential municipal services (i.e., sanitary sewer, water, roadways) but where future growth and development is anticipated according to the Comprehensive Plan.

The Public Zoning District Zone designation is reserved exclusively for structures and uses of land owned by the federal government, the state, the county, the city and the Cedar Falls Community School District. Although such publicly owned property is generally exempt from zoning regulations and requirements, it is expected that such governmental authorities will cooperate with the City to encourage structures and uses of public land which will be compatible with the general character of the area in which the public property is located.

The rezoning is a necessary first step to allow development of the new high school. The request aligns with the intent to develop the land for public purposes.

Compliance with the Comprehensive Plan and Future Land Use Map

The Future Land Use Map in the City’s Comprehensive Plan indicates that this property is designated for Medium Density Residential use. With the purchase of the property by the school district, the Future Land Use Map will need to be amended for both the property purchased from UNI, which is currently designated as “University,” and the property that is the subject of this rezoning. Staff recommends amending the map to reflect the “School” designation for both properties. See excerpt from the Future Land Use Map below with properties labeled.



Future Land use Map (Legend)

- University-
- Low Density Residential -
- Medium Density Residential-

Access to Public Services

The property is located in a developed area of the city and will have access to utilities. The City will be re-constructing W. 27<sup>th</sup> Street to facilitate development of the new school. With that project a sewer main will be extended from the south to serve the new school and the West Fork Crossing development.

Access to Adequate Street Network

A traffic study has been conducted to assess the traffic circulation needs for the school, with two driveway access points anticipated along W. 27<sup>th</sup> Street, one from PE Center Drive and a local neighborhood street connection on the west side of the property. The subject property will have adequate street connections in order to regulate the traffic flow and accessibility to the site.

PUBLIC NOTICE

Notice of the rezoning proposal was mailed to the adjoining property owners with the potential date of public hearing and public hearing notice was also published in Waterloo Cedar Falls Courier on 16<sup>th</sup> July, 2020.

STAFF RECOMMENDATION

Planning and Zoning Commission recommended approval of rezoning of the subject property from A-1, Agricultural District to P, Public District and an amendment to the Future Land Use Map changing the designation of the entire high school site from “Medium Density Residential” and “University” to “Schools” at their regular meeting on July 22, 2020 with a vote of 6 ayes and 0 nays. The Community Development Department also recommends approval of the proposed Rezoning and Future Land Use Amendment.

PLANNING & ZONING COMMISSION

Introduction 7/8/2020 Chair Holst introduced the item and Mr. Atodaria provided background information. He explained that the Cedar Falls Community School District is requesting a rezoning for property north of W. 27<sup>th</sup> Street and west of PE Center Drive from A-1, Agricultural, to P, Public. The school district intends to use the land for construction of a new high school. He noted that the Future Land Use Map will also need amending to acknowledge the public ownership and use of the property by the public school district. The proposed land use map amendment would change the designations on the map from “Medium Density Residential” and “University” to “Schools.” Staff recommends setting a date of public hearing for July 22 to discuss the proposed rezoning and amendment to the future land use map. Andy Pattee, superintendent of Cedar Falls Schools, stated that he is available for any questions and thanked the Commission for their work.

Mr. Schrad asked if notification letters will be sent out before the next meeting. Mr. Atodaria stated that notices have been sent out and notification will also be posted in the newspaper. The matter will be continued at the next meeting.

Discussion & Vote 7/22/2020 Chair Holst introduced the item and Mr. Atodaria provided background information, explaining that Cedar Falls Community School District is proposing to rezone the property North of W 27<sup>th</sup> Street and West of PE Center drive from A1, Agriculture District to P, Public Zoning District for the proposed new Cedar Falls

High School campus. The Future Land Use map will also have to be amended from “Medium Density Residential” and “University” to “Schools”. Mr. Atodaria explained that improvements are planned along W.27<sup>th</sup> Street and to extend the sewer from the south so there will be access to public services, as well as adequate street access to the property. Staff recommends approval of the rezoning and future land use map amendment.

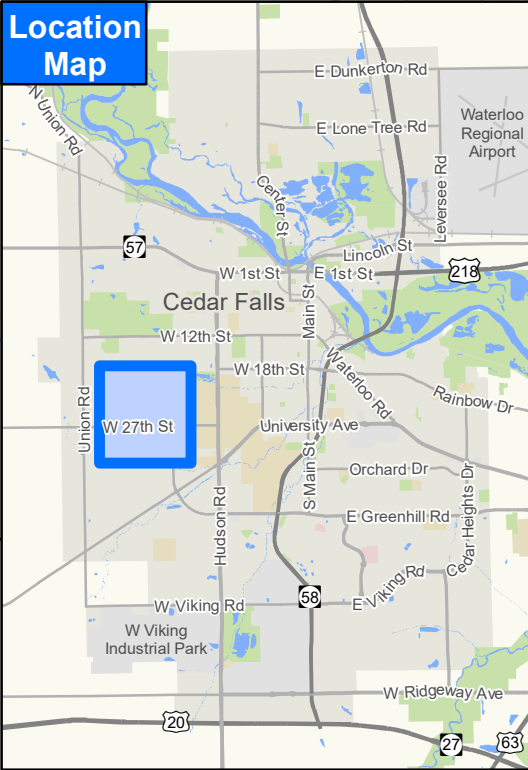
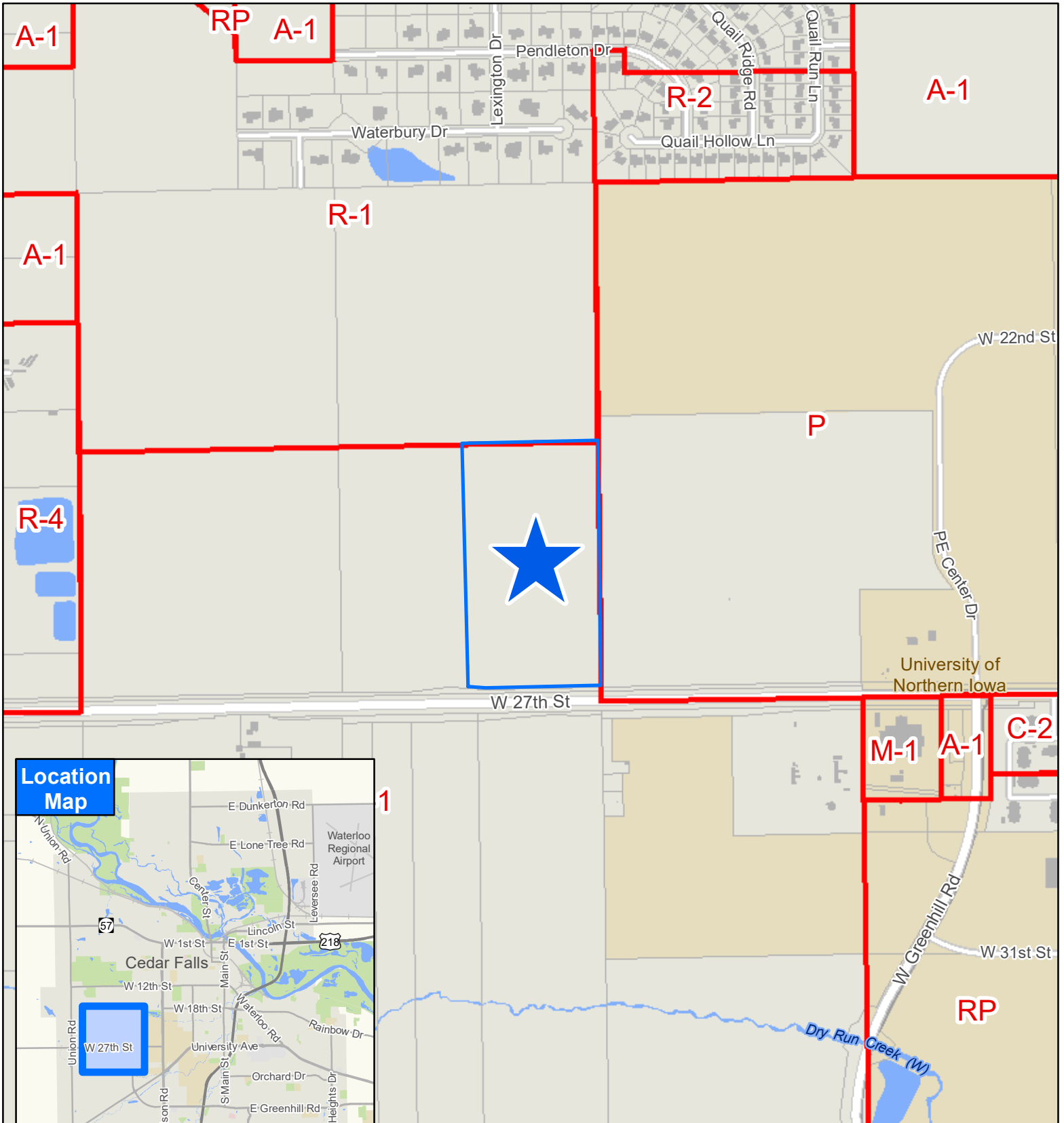
Mr. Prideaux made a motion to approve the land use map amendment. Ms. Adkins seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Hartley, Holst, Lynch, Prideaux and Schrad), and 0 nays.

Mr. Hartley made a motion to approve the rezoning. Ms. Prideaux seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Hartley, Holst, Lynch, Prideaux and Schrad), and 0 nays.

Attachments: Location Map  
Rezoning Plat

# Cedar Falls City Council August 3, 2020

Item 3.



## Cedar Falls High School A-1 to P

501 Sycamore  
Suite 101  
Waterloo, IA 50703  
PO Box 1800  
Waterloo, IA 50704-1800  
319.233.8419  
319.233.9772 Fax  
www.invisionarch.com  
CONSULTANT:

CONSTRUCTION MANAGER  
STORY CONSTRUCTION

STRUCTURAL  
RAKER RHODES  
ENGINEERING  
MEP  
MODUS

CIVIL ENGINEERING AND  
LANDSCAPE ARCHITECTURE  
**AECOM**  
RITLAND-KUIPER

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:

DATE	NAME

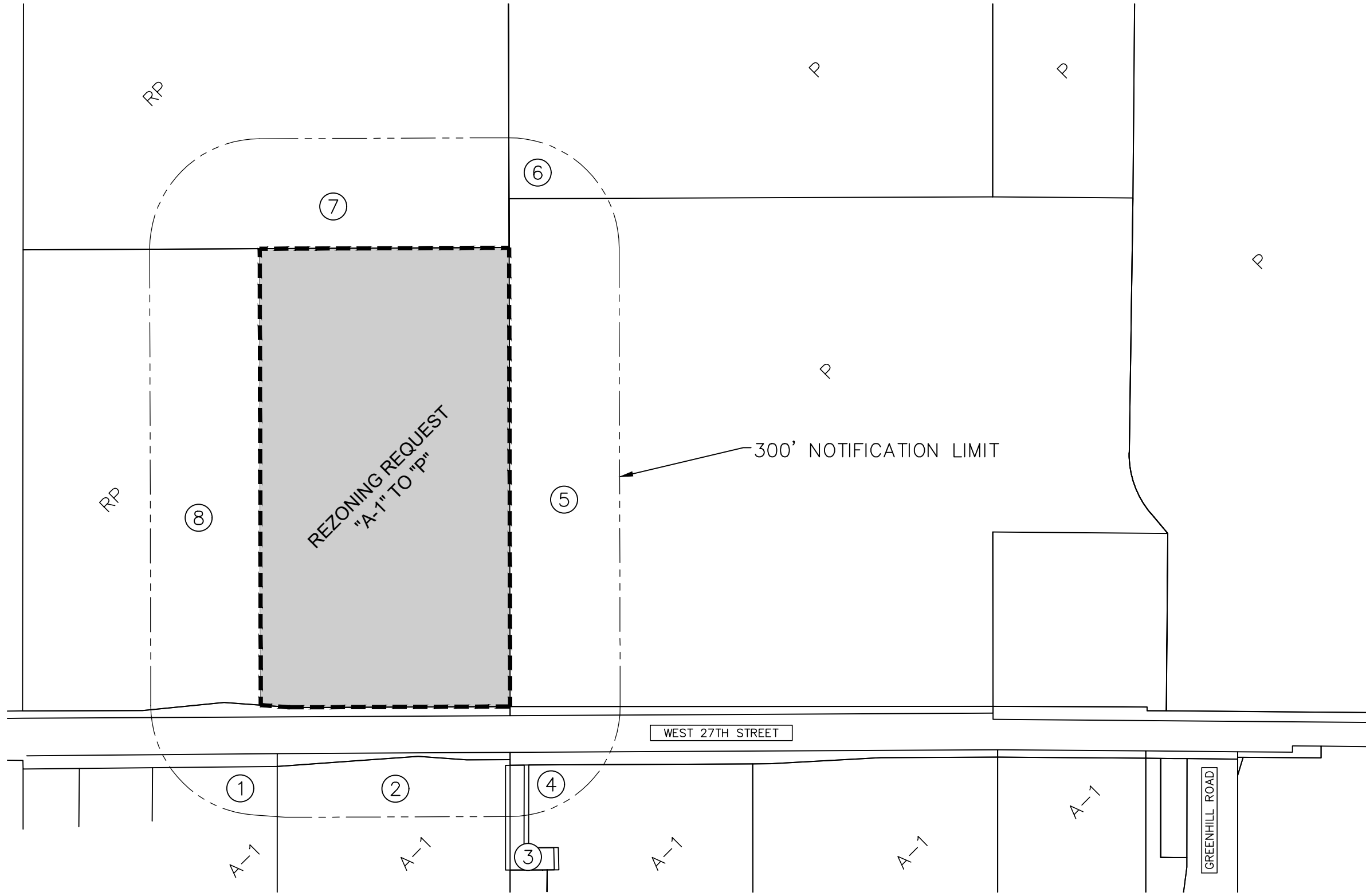
**OWNERS LISTING FOR  
REZONING REQUEST  
"A-1" TO "P"**  
JUNE 2020

**DESCRIPTION:**

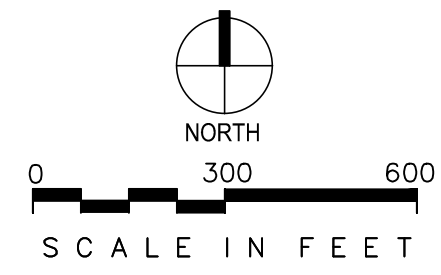
DOCUMENT #2020-7423  
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ SE ¼) OF SECTION 15, T-89-N, R-24-W OF THE 5TH PM., BLACK HAWK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ SE ¼) OF SAID SECTION 15; THENCE ALONG SAID EAST LINE, NORTH 00°08'50" WEST FOR A DISTANCE OF 75.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 27TH STREET, THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00°08'50" WEST FOR A DISTANCE OF 1251.33 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ SE ¼); THENCE ALONG SAID NORTH LINE, SOUTH 89°45'30" WEST FOR A DISTANCE OF 680.00 FEET; THENCE SOUTH 00°08'50" EAST FOR A DISTANCE OF 1244.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 85°35'04" EAST FOR A DISTANCE OF 77.49 FEET; THENCE NORTH 89°46'48" EAST A DISTANCE OF 602.75 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 19.53 ACRES AND IS SUBJECT TO ALL EASEMENTS OF RECORD.



PROPERTY NUMBER	DEED HOLDER 1	DEED HOLDER 2	ADDRESS	CITY	STATE	ZIP CODE
1	DONALD J RASMUSSEN	JACK P RASMUSSEN TRUST	1204 WASHINGTON ST	CEDAR FALLS	IA	50613
2	RASMUSSEN CO		9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
3	CITY OF CEDAR FALLS CEDAR FALLS UTILITIES		1 UTILITY PW	CEDAR FALLS	IA	50613
4	STATE OF IOWA	UNIVERSITY OF NORTHERN IOWA	1227 W 27TH ST	CEDAR FALLS	IA	50613
5	CEDAR FALLS COMMUNITY SCHOOL DISTRICT		1002 W 1ST STREET	CEDAR FALLS	IA	50613
6	STATE OF IOWA BOARD OF REGENTS		224 GILCHRIST HALL	CEDAR FALLS	IA	50613
7	WATERBURY PROPERTY INVESTORS LLC		604 CLAY STREET	CEDAR FALLS	IA	50613
8	MONEY PIT LLC		PO BOX 128	CEDAR FALLS	IA	50613



CEDAR FALLS COMMUNITY SCHOOL DISTRICT  
**CEDAR FALLS HIGH SCHOOL**  
W 27TH STREET, CEDAR FALLS, IA 50613

PROJECT NO:  
19116  
DATE:  
2020-06-05  
SHEET SET:  
PLANNING & ZONING

SHEET NAME:  
REZONING PLAT

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

ORDINANCE NO. 2969

AN ORDINANCE REPEALING SECTION 26-118,  
DISTRICT BOUNDARIES OF DIVISION I GENERALLY  
OF ARTICLE III DISTRICT AND DISTRICT  
REGULATIONS OF CHAPTER TWENTY-SIX (26), ZONING,  
OF THE CODE OF ORDINANCES, OF THE CITY OF CEDAR FALLS, IOWA,  
AND RE-ENACTING SAID SECTION 26-118 OF SAID ORDINANCE, AS  
AMENDED, SO AS TO APPLY AND INCLUDE TO THE  
CHANGE IN THE ZONING MAP OF THE CITY OF  
CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE.

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the proposed use of Cedar Falls New High School Project which is identified as “Public” use for the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the A-1 Agricultural Zoning District and placed in P Public Zoning District, as follows:

Legal description for land to be rezoned from A-1 to P:

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 15, Township 89 North, Range 24 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa and more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 15, thence along said East line, North 00°8’50” West for a distance of 75 feet to the Northerly right-of-way line of 27<sup>th</sup> street, the point of beginning, thence continuing along said East line, North 00°8’50” West for a distance of 1251.33 feet to the North line of said Southwest Quarter of the Southeast Quarter, thence along said North line, South 89°45’30” West for a distance of 680 feet, thence South 00°8’50” East for a distance of 1244.81 feet to the northerly right-of-way line of 27<sup>th</sup> Street, thence along said right of way line, South 85°35’04” East for a distance of 77.49 feet, thence North 89°46’48” East a distance of 602.75 feet to the point of beginning. Tract contains 19.53 acres and is subject to all easements of record.

And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to the best interests of the City of Cedar Falls, Iowa, that said proposal be made and approved; and

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



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

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

Section 1. That the following described real estate:

Legal description for land to be rezoned from A-1 to P:

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 15, Township 89 North, Range 24 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa and more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 15, thence along said East line, North 00°8'50" West for a distance of 75 feet to the Northerly right-of-way line of 27<sup>th</sup> street, the point of beginning, thence continuing along said East line, North 00°8'50" West for a distance of 1251.33 feet to the North line of said Southwest Quarter of the Southeast Quarter, thence along said North line, South 89°45'30" West for a distance of 680 feet, thence South 00°8'50" East for a distance of 1244.81 feet to the northerly right-of-way line of 27<sup>th</sup> Street, thence along said right of way line, South 85°35'04" East for a distance of 77.49 feet, thence North 89°46'48" East a distance of 602.75 feet to the point of beginning. Tract contains 19.53 acres and is subject to all easements of record.

Be and the same is hereby removed from the A-1 Agricultural District and added to the P Public Zoning District.

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

Section 3. That said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: \_\_\_\_\_ August 17, 2020

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ August 17, 2020

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

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

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

ATTEST:

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

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



ROBERT M. GREEN

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

**MEMORANDUM**  
 Office of the Mayor

**TO:** City Council  
**FROM:** Mayor Robert M. Green *Zorobean*  
**DATE:** August 18, 2020  
**SUBJECT:** Special City Council Meeting for Mask Resolution

**REF:** (a) Code of Ordinances, City of Cedar Falls §2-187(c): Mayor Powers and Duties  
 (b) Iowa Code §21: Official Meetings Open to the Public (Open Meetings)

1. In accordance with reference (a) and (b), I am convening a special meeting of the Cedar Falls City Council via electronic means (Zoom) on Wednesday, August 19, 2020 at 5:30pm. This meeting is being held in response to a referral by City Council in its August 17, 2020 regular meeting, for an opportunity to discuss and vote on a resolution to require facial coverings in Cedar Falls in response to the CoVID-19 pandemic.
2. To facilitate the discussion, Waterloo's approved resolution from its August 17 meeting is included as enclosure (1). Attorney Rogers will be prepared to present changes he believes would be legally necessary for the council's due consideration.
3. A 'process sheet' from the Black Hawk County Public Health Director was provided to me this week; it is also included as enclosure (2) to consider in your deliberations.
4. During this meeting, the Black Hawk County Public Health Director, Dr. Nafissa Cisse-Egbuonye, will be attending virtually and will be able to answer questions posed by council members.

xc: City Administrator  
 City Clerk

Encl: (1) Approved Waterloo Resolution for a Facial Mask Mandate  
 (2) Black Hawk County Board of Health Face Covering Regulation Process Document

#

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION ADOPTING A FACE MASK MANDATE FOR THE  
CITY OF CEDAR FALLS

**WHEREAS**, we, the elected representatives of the City of Cedar Falls, took an oath to uphold and defend the Constitution of the United States and the Constitution of the State of Iowa, and

**WHEREAS**, the emergence of the novel coronavirus, SARS-CoV-2, that causes the disease COVID-19, can result in serious illness or death and can easily be spread from person to person, and

**WHEREAS**, on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency related to the dangers posed by COVID-19, and

**WHEREAS**, on March 9, 2020, the Governor of the State of Iowa, Kim Reynolds, signed a proclamation of disaster emergency for the entire State of Iowa based on the increasing numbers in the State of Iowa testing positive for COVID-19, and

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak to be a worldwide pandemic, and

**WHEREAS**, on March 13, 2020, the President of the United States signed an emergency declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizing emergency response measures in all fifty states in response to COVID-19, and

**WHEREAS**, the most current local data relating to COVID-19 as provided by the Iowa Department of Public Health ("IDPH") and the Black Hawk County Department of Public Health ("BHCDPH") show that the State of Iowa and Black Hawk County continue to experience significant community spread of this disease, and

**WHEREAS**, the City of Cedar Falls, Iowa has a compelling interest to protect the lives of its residents, and

**WHEREAS**, Article III, Section 38A of the Iowa Constitution grants municipalities the power to determine their local affairs and government not inconsistent with the laws of the general assembly, and

**WHEREAS**, Chapter 364 of the Iowa Code reaffirms the constitutional grant of home rule authority to municipalities "to exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the city of its residents, and to preserve and improve the peace, safety, health, welfare, comfort and convenience of its residents", and

**WHEREAS**, a city "may exercise its general powers subject only to limitations expressly imposed by state or city law," and the exercise of a city power "is not inconsistent

with a state law unless it is irreconcilable with the state law.” Iowa Code section 364.2(2) and (3), and

**WHEREAS**, a city may set standards and requirements which are higher or “more stringent than those imposed by state law, unless a state law provides otherwise.” Iowa Code Section 364.3(3)(a); City of Des Moines v. Gruen, 457 N.W.2d 340, 343 (Iowa 1990); Bryan v. City of Des Moines, 261 N.W.2d 685, 687 (Iowa 1978), and

**WHEREAS**, the Center of Disease Control (“CDC”), the IDPH, and BHCDPH, have all determined and encouraged that face coverings are an critical tool in the fight against COVID-19 that could reduce the spread of the virus particularly when used universally within a community, and

**WHEREAS**, the Governor’s current proclamation requires that businesses and gatherings ensure social distancing of employees, customers, and attendees, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with the guidance of the IDPH, and

**WHEREAS**, the IDPH’s reopening guidance advises that members of the public consider the use of cloth face coverings when distancing is not possible because wearing a face covering in public places where social distancing measures are difficult can help slow the spread of COVID-19, and

**WHEREAS**, a requirement that persons in the City of Cedar Falls, Iowa wear face coverings is essential to reducing the risk of transmission of COVID-19, and necessary to protect the health, welfare, and safety of residents and visitors and to accelerate local recovery efforts, and

**WHEREAS**, a requirement that persons wear a face covering is not irreconcilable with the Governor’s proclamations and the guidance of the Iowa Department of Public Health, and

**WHEREAS**, this resolution is not meant to be stigmatizing or punitive and is in the best interest of the health, welfare, and safety, and economic recovery of the City of Cedar Falls, Iowa and its residents.

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

Section 1. Every person in the City of Cedar Falls, Iowa must wear a face covering when:

- a) In public, as opposed to one’s place of residence, when one cannot stay six (6) feet apart from others.
- b) Inside any indoor public settings, including but not limited to:
  1. Grocery stores
  2. Pharmacies
  3. Hardware stores
  4. Retail stores
  5. Other public settings that are not one’s place of residence and when

among people who do not live in the same household

6. City buildings
- c) Outside if maintaining a distance of six (6) feet apart is not possible
- d) Using public transportation or private car services (including taxis, ride share, or carpooling)

Section 2. No business that is open to the public may provide service to a customer or allow a customer to enter its premises, unless the customer is wearing a face covering as required by this resolution, and businesses that are open to the public must post signs at entrance(s) instructing customers of their obligations to wear a face covering while inside.

Section 3. Those who are exempt from wearing a face covering are:

- a) Persons younger than 2 years of age due to the risk of suffocation.
- b) Anyone who has trouble breathing, on oxygen therapy, or ventilator.
- c) Anyone who is unconscious, incapacitated, or otherwise unable to remove their face covering without assistance.
- d) Anyone who has been told by a medical, legal, or behavioral health professional not to wear face coverings.
- e) Anyone actively engaged in a public safety role, including but not limited to law enforcement, firefighters, or emergency medical personnel.

Section 4. Places and times where persons are exempt from wearing a face covering:

- a) While traveling in a personal vehicle alone or with only household members.
- b) While a person is alone or with only household members.
- c) While exercising at moderate or high intensity e.g. swimming, jogging, biking.
- d) While seated at a food establishment in the process of eating or drinking.
- e) While obtaining a service that would require temporary removal of the person's face covering.
- f) When federal or state law prohibits wearing a face covering or requires the removal of a face covering.

Section 5. If a cloth face covering is chosen, appropriate use of a cloth face covering includes:

- a) A snug fit, but comfortable against the side of the face.
- b) Completely covers the nose and mouth.
- c) Is secured with ties or ear loops.
- d) Includes multiple layers of fabric.
- e) Allows for breathing without restriction.
- f) Can be laundered and machine dried without damage or change in shape.

Section 6. This resolution shall be in effect for six weeks from the date it is signed by the Mayor. Prior to the expiration, the City Council of the City of Cedar Falls, Iowa may extend the mandate by adopting a new resolution.

Section 7. If any section, provision, or part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision, or part of this resolution not adjudged invalid or unconstitutional.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of August 2020.

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

**ATTEST:**

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

## Black Hawk County Board of Health

### *Face Covering Public Health Regulation Analysis<sup>1</sup>*

#### Process Sheet

August 17, 2020

#### **Problem Statement:**

The COVID-19 pandemic, also known as the coronavirus pandemic, is an ongoing global pandemic of coronavirus disease 2019 (COVID-19), caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). COVID-19 is a respiratory illness that spreads readily from person-to-person, especially when in close contact, and can result in lengthy illness, hospitalization, and death. As of 08-14-2020, 5,176,018 confirmed cases and 165,148 deaths have occurred in the United States. The State of Iowa has 50,808 confirmed cases and 964 deaths. Black Hawk County (Iowa) has 3,834 cases and 66 deaths to date. The Black Hawk County Board of Health finds that COVID-19 poses a continuing and immediate threat to the public health of Black Hawk County, Iowa residents and visitors.

#### **Background:**

1. Evaluation of laws<sup>2</sup> for consistency with public health evidence-based and/or promising practices:
  - a. The World Health Organization (WHO) declared COVID-19 a public health emergency of international concern and global pandemic on January 30 and March 11, 2020, respectively.
  - b. The Secretary of the U.S. Department of Health and Human Services declared a national public health emergency on January 31, 2020, concerning COVID-19.
  - c. The Governor of Iowa, Kim Reynolds, issued a Proclamation of Disaster Emergency, followed by a series of additional proclamations concerning COVID-19 beginning on March 9 through July 24, 2020.
2. Use of model public health laws, checklists, templates or other standard outline or guide:
  - a. [City of Dubuque, Iowa](#)
  - b. [County of Johnson, Iowa](#)
  - c. The Centers for Disease Control and Prevention Director, Dr. Robert Redfield, stated in a press release dated July 14, 2020, “Cloth face coverings are one of the most powerful weapons we have to slow and stop the spread of the virus – particularly when used universally within a community setting. All Americans have a responsibility to protect themselves, their families, and their communities.”
  - d. The U.S. Surgeon General, Jerome Adams, stated in an interview dated July 12, 2020, “We can turn this thing around in two to three weeks if we can get a critical mass of people wearing face coverings, practicing at least six feet of social distancing, doing the things that we know are effective.”
  - e. The Iowa Department of Public Health advises on its website, “Cloth face masks can help slow the spread of COVID-19 in Iowa. Protect yourself and your community by wearing a face covering when out in public and when social distancing is not possible.”
  - f. More than 50% of U.S. States mandate face coverings to slow and stop the spread of COVID-19.
3. Input solicited from key partners and stakeholders in the form of professional organization engagement, public notice, hearings and Black Hawk County/Health Department website:

Black Hawk County is Iowa’s fifth most populous county; is located in Iowa’s fourth most populous metropolitan area; and is home to Iowa’s eighth most populous and thirteenth most populous cities, in addition to other towns. Due to the varying populations and population densities, the appropriate level of care and caution varies; as well as the appropriate measures, and appropriate enforcement of those measures, vary from county-to-county in Iowa.

- a. The Iowa Public Health Association advocates for a mask mandate and local control.
- b. Black Hawk County serves as a regional hub for retail and other businesses. The spread of COVID-19 is facilitated by close employee interaction in workplace environments, by attendance at retail centers and other places of business by the general public, and by interaction between employees and the general public

<sup>1</sup> Public Health Accreditation Board (PHAB) Standards v1.5

<sup>2</sup> In the absence of available laws, reference to best practice recommendations may be utilized.

at local businesses. In addition to many local businesses, the following national chains are requiring employees and visitors to wear face coverings: <https://kwwl.com/2020/07/16/list-these-national-retailers-are-requiring-customers-to-wear-masks/>

- c. K-12 school districts are requiring students, staff and faculty to wear face coverings:
    - I. [Cedar Falls](#)
    - II. [Dunkerton](#)
    - III. [Hudson](#)
    - IV. [Union](#)
    - V. [Waterloo](#)
  - d. Higher educational institutions are requiring students, staff and faculty to wear face coverings:
    - I. [Hawkeye Community College](#)
    - II. [University of Northern Iowa](#)
  - e. The Black Hawk County Board of Supervisors requires all employees and visitors to wear a face covering in county buildings.
  - f. Throughout the pandemic, local municipalities are implementing mitigation efforts including face covering requirements in municipal buildings, social distancing and restricted hours of operation.
  - g. Healthcare institutions are requiring health screening and face masks upon entry into all facilities.
4. Assessment of health equity impact on population groups:
- a. Black Hawk County is home to diverse communities with citizens of several nationalities, socioeconomic backgrounds, and household customs.
  - b. Active cases of COVID-19, both locally and nationally, are disproportionately impacting low income, and marginalized communities, which comprise a significant component of the workforce and population of Black Hawk County.
  - c. The Black Hawk County Board of Health recognizes that continued operation of essential services and workplaces is necessary to ensure the availability of a safe food supply, adequate health care system, and for the Iowa economy to serve all people in its jurisdiction.
5. Collaboration with other governmental levels and peer counties of public health, as indicated:
- a. The Black Hawk County Board of Health joined peer counties to endorse an Iowa Public Health Association, “Mask Mandate and Local Control,” position statement on 07-29-2020.
  - b. The Black Hawk County Board of Health believes that essential businesses and services exist to serve Iowa workers and families, rather than Iowa workers and families existing to sacrifice themselves for the benefit of business.
  - c. Black Hawk County and other (peer) more populous counties have denser populations and greater business activity, than most other Iowa counties; and warrants allowing local governments more latitude to enact and enforce measures designed to stop the spread of COVID-19 in the county, such as a requirement to use face coverings in certain situations.

**Next Steps:** The Black Hawk County Board of Health is preparing a notice for public hearing regarding a face covering health regulation. As a community stakeholder, please provide your feedback on this proposed issue by Thursday, August 20, 2020 12N.





MAYOR ROBERT M. GREEN  
CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126



# SUICIDE PREVENTION AND RECOVERY WEEK PROCLAMATION

WEEK OF SEPTEMBER 6-12, 2020

**WHEREAS**, the week of September 6-12, 2020 is National Suicide Prevention Week, and September 2020 is National Recovery Month, when millions of people around the world join their voices to share a message of hope and healing, particularly in these especially challenging times; and

**WHEREAS**, these observances are united in raising awareness that prevention is possible, treatment is effective, and recovery is achievable; and

**WHEREAS**, Cedar Falls residents should be aware of -- and feel confident in accessing -- high-quality prevention, support, rehabilitation, and treatment services that lead to recovery and a healthy lifestyle; and

**WHEREAS**, the Cedar Valley Coalition for Suicide Prevention and Support and the University of Northern Iowa Counseling Center encourage residents of all ages to take an active role in suicide prevention, and to promote mental health and wellness for their families, loved ones, friends, neighbors, and co-workers;

**NOW, THEREFORE I**, Mayor Rob Green, proclaim the week of September 6-12, 2020 as **Suicide Prevention and Recovery Week** in the City of Cedar Falls, and I encourage all residents to take advantage of resources and programs which address suicidal ideation, recognition of concerning signs in others, and engaging positively with those in crisis -- to build hope, restore self-sufficiency, and to help those suffering from suicidal ideation to truly believe that life is precious and worth living.



Signed this 3<sup>rd</sup> day of September 2020.

Mayor Robert M. Green



MAYOR ROBERT M. GREEN

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

*We the People*

## CONSTITUTION WEEK PROCLAMATION WEEK OF SEPTEMBER 17-23, 2020

**WHEREAS**, September 17, 2020, marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

**WHEREAS**, the U.S. Constitution defined for our nation: the twin axioms of basic human equality and the right to life, liberty, and the pursuit of happiness; and

**WHEREAS**, the U.S. Constitution is the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

**WHEREAS**, the aims of Constitution Week are to emphasize citizens' responsibilities for protecting and defending the Constitution, inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life, and encourage the study of the historical events that led to the framing of the Constitution in September 1787; and

**WHEREAS**, it is fitting and proper to annually accord official recognition to this magnificent document and its memorable anniversary, as well as to the patriotic celebrations and educational activities which will commemorate the occasion by the Daughters of the American Revolution and other civic-minded groups;

**NOW, THEREFORE I**, Mayor Rob Green, do hereby proclaim the week of September 17-23 as **Constitution Week** in the City of Cedar Falls, and ask our citizens to reaffirm the ideals of the Constitution's authors through personal study and understanding of Constitutional principles, and by vigilantly working to uphold the Constitutional protections guaranteed to all Americans.



Signed this 3<sup>rd</sup> day of September 2020.

Mayor Robert M. Green



**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**

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

**TO:** City Council

**FROM:** Mayor Robert M. Green *Robert Green*

**DATE:** September 2, 2020

**SUBJECT:** Nomination of Mr. Nathan Arndt for Historic Preservation Commission

**REF:** Code of Ordinances, City of Cedar Falls §2-343: Historic Preservation Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Mr. Nathan Arndt for appointment to the Historic Preservation Commission to fill a vacancy with a term ending to end on March 31, 2022.
2. Mr. Arndt has been interviewed by the Selection Committee and by me separately, and we have collectively determined him to be the most qualified citizen for this appointment; his General Application and Candidate Questionnaire are attached for your consideration.

#

Encl: (1) Mr. Nathan Arndt – General Application and Candidate Questionnaire

## CITY OF CEDAR FALLS, IOWA

### APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact City Hall at (319) 273-8600. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

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Name: Nathan Scott Arndt                      Gender: Male                      Date: 2/22/2019

Home Address: 809 Walnut Street, Cedar Falls, IA 50613                      Phone: 515-339-2291

Work Address: 1227 W. 27<sup>th</sup> Street, Cedar Falls, IA 50614                      Phone: 319-273-6922

Email Address: Nathan.Arndt@uni.edu                      Cell: 515-339-2291

Employer: University of Northern Iowa                      Position/Occupation: Museum Assistant Director/Chief Curator

If Cedar Falls resident, length of residency: 4 Years - Ward: 1

**NOMINEE FOR THE FOLLOWING** (check any that apply):

Planning & Zoning Commission

**COMMUNITY INVOLVEMENT:** Please describe your present and past community involvement including voluntary, social, city, church, school, business and professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.)

Member of the Cedar Falls Rotary Club (July 2015 – Present)

Board member for the Cedar Falls Historical Society (2015-Present)

Friends of the UNI Museum (Cedar Falls Community Based Group) (2015-Present)

Cedar Valley Hospitality Partners 2017-Present

Iowa Museum Association Conference Planning Committee (For Cedar Falls) 2016-2018

**SPECIAL QUALIFICATIONS:** Please list any special qualifications for serving on a board, including skills, training, licenses and certificates that are applicable.

Prior experience serving on the board for the Warren Preservation Society (Rhode Island). This group's mission was to promoting the preservation of historic buildings throughout the Town of Warren through a program to plaque homes, public exhibits, guest speakers, renovation projects, and education. Our goal was to work with city hall to find ways to preserve our past while updating our community to keep it vibrant and growing.

**List reasons why you would like to be appointed and what contributions you believe you can make.**

Cedar Falls has a unique history that I think needs to have a voice on the Planning & Zoning Commission. I also believe that voice has to be fair, willing to work with different perspectives, and needs to be able to stand up to what is ethical and right for the community. I believe that transparency is key. I practice this at my museum and I believe it is best in government as well. I think bringing a historical perspective to the commission will give that new voice.

**Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.**

I see no conflicts serving on the commission.

**Please mail completed application to:** City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613 or email to [boards@cedarfalls.com](mailto:boards@cedarfalls.com).



# HISTORIC PRESERVATION COMMISSION CANDIDATE QUESTIONNAIRE

Item 7.

Name: Nathan Arndt

Date: 7/15/2020

Can you regularly attend board meetings on the 2<sup>nd</sup> Tuesday of the month at 5:30pm at City Hall?  Yes  No

## 1. Why are you interested in serving on the Historic Preservation Commission?

As a museum professional for over 10 years with a background in preservation and a deep love of our historic towns, it bothers me how quickly people are willing to remove pieces of our history. I firmly believe there are ways to balance modern innovation with historic preservation. I love the history of our towns but know that once it is removed we can never get it back. Cedar Falls has a rich history that should be maintained and the city should encourage people to value these pieces of history.

## 2. What is your background and experience in being a voice for historic preservation?

I currently teach conservation and preservation at the University of Northern Iowa and serve on the board of the Iowa The Iowa Conservation and Preservation Consortium. When I lived in Rhode Island, I served on the Warren Preservation Society where we worked to preserve the history of our small fishing community. This included researching, plaquing, and giving money to help preserve historic homes. We worked with the city council to encourage preservation and stop the destruction of our historic buildings.

## 3. What would you see as your role in this advisory board?

My roll would be simple, to find a way to preserve the character and history of Cedar Falls while allowing progress to move forward. This means I will be willing to hear people out, have open and difficult conversations, and possibly go against popular projects that would remove important aspects of our towns heritage. As a board member, I will have to be that voice that looks at all sides objectively and removes my own bias for the betterment of the community.

## 4. What unique perspective or insights could you bring to the Historic Preservation Commission?

Researching and documenting historic buildings / Plaquing opportunities for homes that uphold a true historical goal. Museum perspective of how to preserve something to keep it available to the public for a long period.

## 5. What changes would you like to see in how the City carries out historic preservation responsibilities?

I would like to see the community focus on repurposing buildings and locations for the public good instead of tearing them down to start fresh. I would like to see the town work with homeowners who want to restore properties to their original form to make them gems in the local community. I want to see more partnerships built, and less kickback from the town for these kinds of preservation projects remembering that they are putting codes on buildings that were built 100-150 years ago. There needs to be some flexibility that I don't think we are seeing with the city yet.

## 6. What historic preservation resources, tools and activities would you employ to be an informed and engaged member of the Historic Preservation Commission?

- Iowa Department of Cultural Affairs (Historic Preservation Office)
- Work directly with the Cedar Falls Historical Society as a partner and research tool
- Cedar Falls Preservation Society (Not one currently established but should be considered to include the neighborhoods in these conversations)

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Please send this completed Candidate Questionnaire by the published deadline to:

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to [boards@cedarfalls.com](mailto:boards@cedarfalls.com). You will be notified shortly if selected as a Finalist for the appointment

## CITY COUNCIL WORK SESSION

City Hall – Council Chambers

August 17, 2020

The City Council held a special work session at City Hall via teleconference at 6:00 p.m. on August 17, 2020, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members attended from all City Departments. Andrew Wind with the *Waterloo Courier*, as well as members of the community teleconferenced in.

The Mayor introduced the first item on the agenda City Council Committee Structure. Ron Gaines City Administrator stated this was a referral from Councilmember deBuhr. He reviewed the history of committee meetings. Previous committees had five of the seven council members assigned to them. He explained the current Committee of the Whole structure was changed with Ordinance #2605 and Administrative Policy #7 was updated to reflect the ordinance change in 2014, having all seven members assigned to this committee. He also stated in 2014 Council Referral was added to the Council agenda as an item. He stated the change to have all seven council members on the Committee of the Whole allowed the Mayor to chair the committee; the Mayor was left out of the discussion with previous committee structure, because a council member was the chair of the sub-committee. City Administrator Gaines stated another reason for the change was an item may pass in sub-committee, but fail on the council agenda. This created extra work for staff. He reviewed what other cities have for committee structure. He stated most cities do not have standing committees.

Mayor Green opened it up for discussion. Councilmember deBuhr stated sub-committee's would provide better communication and provide a better dialog on topics. She stated the current structure is very formal, televising doesn't allow council to discuss candidly. Councilmember Miller stated he doesn't want to create more work for city staff. Councilmember Sires reviewed the prior sub-structure provided by Stan Smith. He stated there was better discussion between council with the sub-committee structure. Councilmember Kruse stated he sees it as a pre-screening of a topic. Councilmember Harding stated this may allow for more time on a topic, rather than receiving information on Friday and reviewing over the weekend prior to the Monday Committee of the Whole meeting. Councilmember Darrah stated this sounds like a topic for goal setting, stating he wants the change to make sense and be purposeful. He said this change will be extra work for staff. Councilmember deBuhr stated the residents aren't comfortable with televised meetings. Councilmember Miller stated there are a lot of questions to be answered in order for this to make sense. Kevin Rogers City Attorney stated an ordinance change would be necessary if we changed the committee structure and if four or more council members were assigned to a sub-committee, it must follow the public meeting rules. City Administrator Gaines stated the seven committee structure (pre-1986) was when the City had more departments, stating we currently have four departments. Councilmember Sires stated this is a way for council to direct staff rather than staff directing us, and added a better way for us to be involved. Councilmember Darrah stated we work with the recommendations from city staff, and rely on their professional training for these recommendations.



Councilmember Miller stated we have the opportunity to call and ask questions from city staff and if we don't do it, it's our fault. He stated he doesn't want to have meetings to have meetings. Mayor Green gathered from the discussion another work session will be needed to discuss an outline of a sample sub-committee structure.

There being no further discussion, Frank Darrah moved for adjournment. Daryl Kruse seconded the motion and the motion carried unanimously. Mayor Green adjourned the meeting at 6:56 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



## CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

August 26, 2020

The City Council held a special work session at City Hall via teleconference at 4:00 p.m. on August 26, 2020, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Simon Harding, Daryl Kruse, Mark Miller, Dave Sires, and Kelly Dunn. Absent: Susan deBuhr. Staff members attended from all City Departments. Amie Rivers from the *Waterloo Courier* attended, as well as members of the community.

Mayor Green introduced the only item on the agenda, COVID-19 Mitigation Options Discussion. Mayor Green read an opening statement regarding tonight's work session. Councilmember Harding commented to inform the public this was a work session and there would be no motions or voting at a work session. Councilmember Dunn stated she is for the mask mandate and keeping all citizens safe. She also would like to educate the citizens and have reliable/acceptable resources. Councilmember Miller commented there are baseline facts that are important and stated that numerous cities in Iowa have a mask mandate. Mayor Green stated the baseline for information and recommendations are from the County Health Representative. Councilmember Miller posed the question of waiting for the governor to put something in place or take it on as a city. Mayor Green presented the current COVID tracker from Black Hawk County. Councilmember Dunn stated we all need to pretend we have it, wear the mask, make changes as needed, and as data is collected make recommended changes. Councilmember Harding stated concern from local business owners that the mask mandate pushes customers away. Councilmember Miller stated the local businesses and UNI want to keep everyone safe; the goal is to get back to normal and there's not much guidance from the state. Mayor Green stated we need to get everyone comfortable to get back out and educate local merchants. Councilmember Miller suggested closing streets to accommodate business owners to expand in the street; review what ordinances would need to be changed before spring. Councilmember Sires stated this is a freedom of business owners and they need to manage their businesses. Things need to get back to normal and council meetings need to return to City Hall Council Chambers. Councilmember Sires stated that he's against this and it's infringing on freedoms. Kevin Rogers City Attorney clarified questions from councilmembers regarding court cases, resolutions and ordinances. Councilmember Harding posed the question is the city liable if we have a resolution. Attorney Rogers stated the city is not liable and cases would need to be upheld in court. Mayor Green stated 7 or 8 cities in Iowa currently have a mask mandate at various levels. Craig Bert Assistant Public Safety Director/Police Chief stated City of Ames is drafting an ordinance with no penalty, Dubuque has a \$10.00 fine and have had no citations issued, Mt. Vernon has a resolution and it's unenforceable, Iowa City has an ordinance and a \$450.00 fine and no citations have been issued. Police Chief Berte stated that enforcement will be problematic and challenging. Councilmember Sires suggested an educational commercial on Channel 15. Councilmembers discussed what should be the next steps; education, should mask mandate resolution be the next step, would an ordinance be more effective with fines/enforcement. Police Chief Berte explained loitering ordinance.

Councilmember Miller suggested these goals: Get businesses to 100% capacity, keep UNI/Schools open, resident's safety, and don't overload the hospitals. Councilmember Miller suggested another work session. Councilmember Harding agreed with another work session meeting. Mayor Green stated he will schedule another work session in the coming days.

There being no further discussion, Mayor Green adjourned the meeting at 5:15 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

## CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

August 31, 2020

The City Council held a special work session at City Hall via teleconference at 5:00 p.m. on August 31, 2020, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Simon Harding, Daryl Kruse, Mark Miller, Dave Sires and Kelly Dunn. Absent: Susan deBuhr. Staff members attended from all City Departments. Amie Rivers from the *Waterloo Courier* attended, as well as members of the community teleconferenced in.

Mayor Green introduced the only item on the agenda, COVID-19 Mitigation Options Discussion. Mayor read an opening statement regarding tonight's work session. Councilmember Harding stated that he'd like to find out if we have a consensus to push forward on the mask mandate education and compliance. If we don't have consensus we can't do anything. Mayor Green explained that we are not voting on the mandate, that we are seeing who's in agreement and then staff can create formal documents or a resolution for council to vote on at a later date. Mayor Green reiterated Councilmember Harding's support for the mandate. Councilmember Sires met with the governor and he explained that no city, county or municipality has the authority to do this. Councilmember Sires stated he had handouts for the all Councilmembers from the governor's office. Councilmember Sires supports the governor and would like to follow along with her guidelines. Mayor Green referred to Step Up Mask Up Iowa and it was released July 23<sup>rd</sup> and numbers are still on the rise. Mayor Green stated that cities have the authority to create rules and regulations that are stricter than state mandates we simply can't go more lax than the state requires. Attorney Rogers confirmed that some cities have taken that position. Attorney Rogers discussed concepts that are not addressed in the latest governor's proclamation and any enforcement by the attorney general. Councilmember Darrah discussed strongly encouraging our residents to be responsible, education and we need to work with the bar owners. Councilmember Sires agreed with Councilmember Darrah. Councilmember Harding discussed the bar owners are under restrictions on how many patrons they are allowed in. Councilmember Sires recommends we do what the governor says and to do a video. Councilmember Dunn stated what the governor has done has not gotten us in a great place. We need to use the word mandate and we need to educate. Waiting till the next council meeting is concerning. Councilmember Dunn discussed handing out masks to people and expressed her concern about people not wearing masks. Councilmember Miller agreed the time is now that we need to do something and agrees it should be a mask mandate. When you can't social distance, you need to wear a mask. A mask outside is not necessary. Mayor Green commented that we need to look at the numbers after trusting Iowans to do the right thing and what we are doing isn't enough. We have the highest COVID risk in the nation for COVID spread. Councilmember Miller stated that we need to get back to normal and we are not getting the leadership from above. Councilmember Kruse discussed the cases and if the mask mandate has been effective. Councilmember Kruse stated he's in favor of education and suggesting mask wearing. Councilmembers Harding and Darrah stated that we need to do something. Mayor Green believes we have a consensus with four councilmembers that are

interested in proceeding forward with a mandate. Councilmember Sires believes in individual/businesses rights, but wants everyone to be healthy. Mayor Green stated most cities proclamations are the same language. Councilmember Miller discussed if the city had money in the budget that we could offer masks and signs to business owners. Councilmember Harding commented that he doesn't want to see schools or businesses close again. Mayor Green asked if there would be a consensus to keep the mandate in effect until September 20<sup>th</sup> and then re-evaluate. Councilmember Dunn stated information about the 5% threshold. Councilmembers would like to see the infections breakdown by county. Councilmembers discussed the expiration of the mandate. Mayor Green stated that we will have something ready for the September 8<sup>th</sup> City Council Meeting for council to evaluate and vote on. Councilmember Harding recommended a similar mandate as Waterloo. Mayor Green stated Des Moines mandate is identical to Waterloo. Councilmember Miller suggested expanding Main Street into the street and re-evaluate liquor licenses. Councilmember Dunn suggested doing this for College Hill businesses as well. Director Sheetz stated this has been discussed with Community Main Street and there was concern about increased costs, would the streets be utilized and it was determined it wouldn't be worthwhile at this time. Councilmembers discussed the survival of businesses. Mayor Green believes we have a consensus to move forward on a resolution with no enforcement. Councilmember Harding suggested a commercial/PSA to keep the Cedar Valley open. Councilmember Dunn suggested reaching out to our local experts. Mayor Green will email COVID numbers to councilmembers.

There being no further discussion, Mayor Green adjourned the meeting at 6:03 p.m.

Minutes by Kim Kerr, Administrative Supervisor



ROBERT M. GREEN

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

**MEMORANDUM**  
 Office of the Mayor

*Robert M. Green*

**FROM:** Mayor Robert M. Green  
**TO:** City Council  
**DATE:** September 4, 2020  
**SUBJECT:** Departmental Monthly Reports Submission – July 2020  
**REF:** (a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

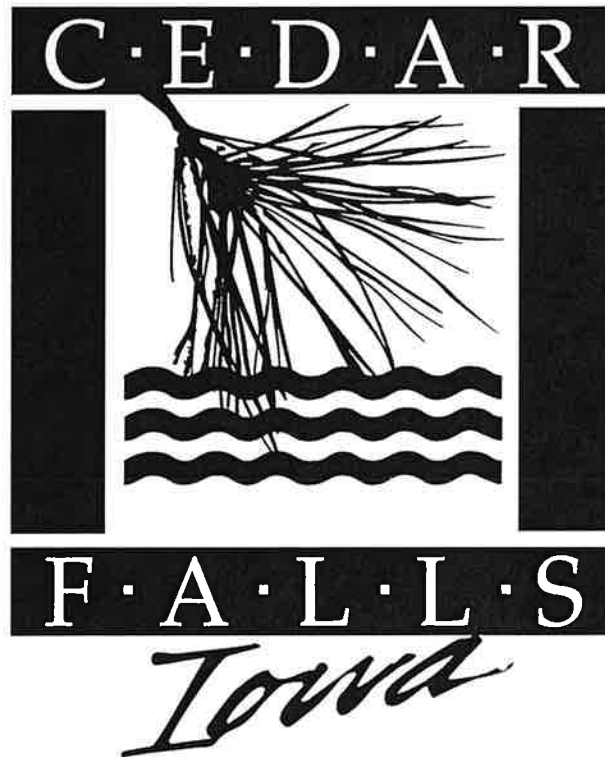
1. As required by reference (a), I have reviewed the activities of the City's departments for the month of July and am providing them as enclosure (1).
2. Of special note and recognition for July, I commend the quick work of the city's Public Works Department, Public Safety Department, Cedar Falls Utilities, and other city staff to restore services and remove debris following the July 9<sup>th</sup> windstorm. Many downed branches, a significant stormwater surge, and damaged signs and signals had to be addressed to bring the city back to full operation.
3. In past years, the police shift log has been included in the departmental reports. As the Departmental Monthly Reports are intended to be a summary of all activities rather than a detailed accounting of every activity, the police shift log has been excised from the document. All other Public Safety summary activities have been retained.
4. Please contact the City Administrator or me with any questions about this report.

#

Encl: (1) City of Cedar Falls Departmental Monthly Reports, July 2020

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



July 2020

# JULY 2020 MONTHLY REPORTS

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**FINANCE & BUSINESS OPERATIONS  
FINANCIAL SERVICES  
July 2020**

**Treasury**

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$88,442,000 invested in CD's and \$2,300,000 in a liquid money market.

<b><u>Investments</u></b>	<b><u>Transactions</u></b>	<b><u>Amount</u></b>
CD's Matured	3	\$12,500,000.00
CD's Purchased	1	\$4,500,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$80,504.55

**FY20 Audit**

The auditors will be here the week of September 28th to complete the audit work. The process for financial statement reporting has begun. This will continue through August and September.

**Bond Sale**

On July 21, 2020 the City sold \$3.43 million general obligation debt, at a true interest cost rate of .927%, to finance various projects on the Capital Improvement Plan (CIP). Some of the projects include construction or reconstruction of sidewalks, box culverts, streets, and the replacement of a fire truck. For this bond sale, staff put together a presentation for Moody's Investors Service and the City of Cedar Falls received an upgrade to Aaa rating, from Aa1 rating for its General Obligation Capital Loan Notes.

**Cedar Falls Health Trust Fund Board**

Cedar Falls Health Trust Fund Board met via Zoom on July 11<sup>th</sup>. At that meeting it was determined that interest earned on the investments was not enough to cover the cost of inflation and therefore the Board voted not to distribute funds for this year.

**Miscellaneous Financial Activities**

For July, 130 payroll checks and 1,100 direct deposits were processed. Accounts receivable were processed and 122 invoices were mailed out to customers. 1,652 transactions for accounts payable were processed and approved by the City Council for payment and 538 checks were mailed out to vendors.



**Benefits & Compensation Activities**

1. In compliance with the Affordable Care Act, Form 720 was completed and filed to report and pay the PCORI fee for the City's health and health reimbursement account (HRA) plans.
2. Distribution of wellness challenge prizes for the cumulative FY20 challenge was completed.
3. The annual Creditable Coverage disclosure to the Centers for Medicare & Medicaid Services (CMS) was submitted.

**Civil Service Commission & Employment Related Activities**

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: Administrative Supervisor, Arborist, Assistant Equipment Mechanic, Assistant Public Safety Director/Police Chief, Engineering Technician II, Planner II & III, Public Safety Officers, Recreation and Community Programs Manager, Visitors & Tourism Sales and Marketing Coordinator; PT positions: Library Assistant; seasonal, special purpose, and intern positions for the Community Development and Public Works departments.
2. Preparations and follow-up took place for the July 15, 17, 22 and 23 Commission meetings delivered via Zoom.

## Finance and Business Operations Information Systems Division Monthly Report July 2020

### Summary of projects, training and staff activities

- Document Storage Management Software
  - The team held three different demos with each vendor virtually, check references with references for two of the finalists, and work with one of the vendors for a proof of concept for the integration with the iseries, and decided to go with Laserfische. Started work with Gordon Flesch Company on the service agreement and contract.
- VMWare upgrade
  - It became apparent with remote work that we needed to upgrade our virtual server environment to allow for the upgraded software. This was something we had in our CIP plan for last year but the new Avamar back up system took more money than planned and this needed to be pushed back. With the new fiscal year, we started discussions with VMWare and IP Pathways to discuss updating this environment. We updated FY2020 CIP to include this upgrade.
- Other Staff activities
  - The staff helped out with the library new firewall installation, and trouble shooting the paging system at the library.
  - Staff attended demos for new contact management software at Tourism.
  - Staff held demos for new CIP software
  - We met with IP Pathways to discuss cyber hygiene and what was available to help us with intrusion and event detection.

### Software Purchase/Installation/Upgrade Activities

- 21 software installations for 4 different departments
- 2 server security upgrades
- Installed 1 new software for 1 department

### Equipment Purchase/Installation/Upgrade Activities/Repairs

- 42 new pieces of equipment purchased for 8 different departments and inventory.
- 3 new equipment installations for 2 different departments.
- 1 equipment repair for public safety

### Problem Resolution Activities & Assistance Activities

- 27 problem resolution or assistant activities took place for 7 different departments.

### Graphic Design Activities

- Completed the Currents Magazine mailing on July 15
- Completed 16 individual projects for 8 different departments.

### **Channel 15 Programming Activities**

- Cable TV Summary of projects  
Cable TV shot 6 videos for the 2020 Business and Industry Awards, the Intro Video for the Business and Industry Awards, and one for the Representative Citizen of the Year.
- Televised live programs from City Hall:
  - Two Cedar Falls City Council meetings using Zoom
  - One Committee of the Whole meeting using Zoom
  - Two Planning & Zoning meeting using Zoom
  - One Cedar Falls School Board meeting
- Recorded 10 regular educational, community and sport productions and aired 4 panther sports talk summer shows.
- Produced and aired 14 City News Stories
- Recorded 5 drone flights for 4 different departments.

### **Geographical Information Systems (GIS) Activities**

- GIS Summary of projects
  - Worked with admin staff to determine approximate number of mailings for a potential census flyer
  - Corresponded with rental inspector on responses from potential non-reported rental properties
  - Created new mosaics for adding to CAD projects for engineering
- 6 web and database projects were completed for 3 different departments
- Completed 3 different data requests for 1 department and 2 outside entities.
- Created 5 new maps for 2 different departments and 1 outside entity.
- Created three new addresses for development.

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
July 2020**

**REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:**

**Traffic Court:**

City Cases Filed: 111 (this number includes both City and State tickets)

Cases Set: 2 (Traffic) 2 (Code Enforcement)

Trials Held: 0 (Traffic) 0 (Code Enforcement)

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, Revise and Advise on 8 agreements
- Drafting of 2 agreements and form agreements
- Work on Discovery related to multiple pending lawsuits involving the City
- Research and Advice to Civil Service Commission regarding public forum
- Review and Revise several proposed police policies
- Research and Advise regarding the employment status of Council members

**REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:**

- Risk Management Committee met July 15<sup>th</sup>: review of claims, litigation, employee injury/illness to include COVID-19 matters, insurance concerns, training, and miscellaneous risk matters.
- Assist with discovery of 2 pending lawsuits.
- Review 2 contracts for required insurance and advise on City Code insurance requirement.
- Review and follow-up of 3 Public Event Permits.
- Unemployment Appeal Hearing conducted.
- Personnel Policies updated and distributed.
- Human Rights Commission did not meet the month of July.
- Provide support to citizen questions.
- Attendance at Economic Inclusion Summit planning meeting.
- Human Rights Commissioner Angela Waseskuk appointed to the HRC Commission

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
JULY 2020**

**Public Records Activity**

Staff prepared agendas, minutes and electronic packets for two Regular City Council meetings, one Council Committee of the Whole, two Planning & Zoning Commission meetings and two Technical Review meetings. Drafted and processed meeting follow-up communications, minutes and legal documents.

The special election on July 7<sup>th</sup> to fill the Councilmember At-Large vacancy resulted in a runoff, which will take place on August 4<sup>th</sup>.

**Licenses and Permits**

1	Business Licenses
1	Sidewalk Cafe
62	Pet licenses
2	Annual "Paw Park" permits
4	Public Event permits
55	Parking permits
4	Dumpster permits
1	Cemetery Interment Rights Certificate
11	Liquor licenses and beer/wine permits.
1	Tobacco permits

The unemployment rates for the month of June 2020 were 8.3% for the Waterloo-Cedar Falls Metropolitan Area, 8.0% in Iowa, and 11.2% in the U.S.

**Parking Activity**

**Enforcement**

492 – Parking citations issued.  
\$ 2,196.00 – Citations paid.

**Collection Efforts**

\$ 1,076.00 – Collections from delinquent parking accounts.  
\$ 650.00 – Vehicle immobilizations (13 vehicles).

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
JULY 2020**

**Library Activity**

<b>Usage Statistics</b>	<b>May 2020</b>	<b>June 2020</b>	<b>June 2019</b>
<b>Customer Count</b>	754	2,062*	22,434
<b>Circulation</b>	13,827	20,467	49,635
<b>Event Attendance</b>	892**	2,713**	2,938

\*Curbside customers plus browsing appointments in the building

\*\*Virtual events via Facebook Live and Zoom.

Special events in July included the following:

- Youth, teen, and adult summer library program continued through July
- The new virtual Bring-Your-Own-Book Club for adults continued through July
- Community blood drive at the Community Center

Special events were funded by the Friends of the Cedar Falls Public Library and the Cedar Falls Community Foundation, Robert and Shirley Berg Fund for use by the library.

The Community Center was open with reduced hours beginning July 6, 9:00-1:00. NEI3A senior programming continues to be cancelled until further notice.

City of Cedar Falls  
 Community Development  
 Inspection Services Division  
 Monthly Report for:

Jul-20

Total for Month \$25,207,707.00  
 Total for Fiscal Year \$25,207,707.00  
 Total Same Month - LAST YEAR \$8,542,962.00  
 Total for Fiscal Year - LAST YEAR \$8,542,962.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	10	0	\$3,362,225.00	\$25,011.50	10	0	\$3,362,225.00	\$25,011.50
Multi-Family New Construction								
Residential Additions and Alterations	95	0	\$886,945.00	\$16,540.75	95	0	\$886,945.00	\$16,540.75
Residential Garages	8	0	\$67,841.00	\$1,360.75	8	0	\$67,841.00	\$1,360.75
Commercial/Industrial New Construction	1	0	\$20,700,000.00	\$87,847.75	1	0	\$20,700,000.00	\$87,847.75
Commercial/Industrial Additions and Alterations	7	0	\$190,696.00	\$2,809.75	7	0	\$190,696.00	\$2,809.75
Commercial/Industrial Garages								
Churches								
Institutional, Schools, Public, and Utility								
Agricultural/Vacant								
Plan Review	3	0	\$0.00	\$57,177.00	3	0	\$0.00	\$57,177.00
<b>Total</b>	<b>124</b>	<b>0</b>	<b>\$25,207,707.00</b>	<b>\$190,747.50</b>	<b>124</b>	<b>0</b>	<b>\$25,207,707.00</b>	<b>\$190,747.50</b>

City of Cedar Falls  
 Community Development  
 Inspection Services Division  
 Monthly Report for:

Jul-20

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	65	0	\$0.00	\$4,576.60	65	0	\$0.00	\$4,576.60
Mechanical	109	0	\$0.00	\$12,540.00	109	0	\$0.00	\$12,540.00
Plumbing	100	0	\$0.00	\$7,019.50	100	0	\$0.00	\$7,019.50
Refrigeration	1	0	\$0.00	\$140.00	1	0	\$0.00	\$140.00
<i>Total</i>	275			\$24,276.10	275			\$24,276.10

Contractor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical								
Mechanical	1	0	\$0.00	\$150.00	1	0	\$0.00	\$150.00
Plumbing								
Refrigeration								
<i>Total</i>	1			\$150.00	1			\$150.00
<i>Building Totals</i>	124	0	\$25,207,707.00	\$190,747.50	124	0	\$25,207,707.00	\$190,747.50
<b>Grand Total</b>	400	0	\$25,207,707.00	\$215,173.60	400	0	\$25,207,707.00	\$215,173.60

Item 11.



**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
July 2020**

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – Meetings were held on July 8, 2020 and July 22, 2020.

<b>Applicant</b>	<b>Project</b>	<b>Recommendation</b>	<b>Action Taken</b>
Midwest Development Co.	Preliminary Plat Amendment-Wild Horse Ridge (PP20-003)	July 8, 2020 Approval	Approved
Cedar Falls Community School District	Land Use Map Amendment & Rezoning (LU20-002) (RZ20-005)	July 8, 2020 Initial discussion	Continued to the next meeting
Cedar Falls Community School District	Land Use Map Amendment & Rezoning (LU20-002) (RZ20-005)	July 22, 2020 Approval	Approved

**Group Rental Committee** – No meetings were held in the month of July 2020.

**Board of Rental Housing Appeals** – A meeting was held on July 27, 2020.

<b>Address</b>	<b>Unit</b>	<b>Owner</b>	<b>Requested Occupancy</b>	<b>Approved for</b>	<b>GRC</b>	<b>BRHA</b>
422 Division Street	1	Lynda Johnson	4	3		7/27/2020

**Board of Adjustment** – No meeting in July

**Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	<b>Date</b>	<b>Notes/Actions</b>
Bicycle and Pedestrian Advisory Committee	No meeting	N/A
College Hill Partnership	7/13/20 Via Videoconference	Discussion of approach for distributing funds for the College Hill Business District façade grant program. Discussion of decorative lighting options for the College Hill Business District.
Historic Preservation Commission	7/14/20 Via Videoconference	Commission members provided an update on this year's educational project, a walking tour brochure to highlight the history and certain historically significant homes in the Cedar Heights neighborhood. Additional topics of research were identified.

Housing Commission	7/14/20	At the request of Housing staff, the Commission voted to recommend opening the Housing Choice Voucher Program waiting list. Update was given on use the CARES Act funds for software upgrades to make it easier for clients to apply online for assistance. Reviewed proposed amendments to the CBDG Housing Rehabilitation Manual to allow quick use of the CARES Act funding.
Community Main Street Design Committee	7/19/20 Via Videoconference	Committee discussed design reviews for 212 Main St. and 223 Main St. Committee discussed five applications for 2020 Main Street Iowa Challenge Grant. City staff offered assistance in reviewing those applications with regard to City Code requirements. City staff provided an update on the façade grant program.
Parking Committee - Downtown	N/A	This meeting was cancelled due to COVID-19
Parking Committee – College Hill	N/A	This meeting was cancelled due to COVID-19

**PLANNING SERVICES:**

- 384 walk in and query and staff responses with information/assistance.
- 134 land use permits were issued.

Number of Rental Inquiries: 6

**OTHER PROJECTS FOR JULY INCLUDED:**

- Bike/Ped Plan update project is ongoing. The Bike/Ped committee had an assignment during this month to consider and propose street network improvements to be incorporated in the plan.
- Staff working on a code amendment to reasonably accommodate adaptive reuse of religious and civic buildings in residential and similarly restrictive zones.
- Staff working with Nagle Signs to implement the city wide wayfinding signage project. Signs to be installed this summer. Working with IDOT to ensure signage meets state requirements for the wayfinding signs to be installed on 1<sup>st</sup> Street.

**ECONOMIC DEVELOPMENT:**

- Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Continue working with IEDA on the Coop Marketing Program for the specific programs that the City of Cedar Falls is participating in.
- Listened to several webinars by the International Economic Development Council (IEDC) regarding COVID-19 as it relates to economic development.
- Processed property tax rebate requests from businesses in Cedar Falls.
- City Council approved an Agreement for Private Development with Community Bank and Trust for a new bank building located at 312 W 1<sup>st</sup> Street.

**CDBG**

- Planning is ongoing with regard to additional federal funds anticipated to assist with COVID-related needs in the community. Working with HUD and INRCOG on administering the funds for projects and to services agencies based on the recently updated Annual Action Plan and Consolidated Plan to provide assistance for those impacted by the pandemic. Staff is also preparing for implementation of projects noted in the FFY20 Annual Action, including continuing our housing rehab programs, installing sidewalks where there are gaps in low/mod income areas and developing a program for rehab and repair of rental properties.

**HOUSING CHOICE VOUCHER PROGRAM**

<b>Waiting List</b>	56	<b>HAP Payments</b>	\$101,457
<b>New Applications Taken</b>	0	<b>Utility Payments</b>	\$ 1,423
<b>Units under Contract</b>	217	<b>Admin Fees</b>	\$ 16,910
<b>Initial Vouchers Issued</b>	1		
<b>Mover Vouchers Issued</b>	0	<b>Lease Up Goal</b>	225
<b>New Admissions</b>	1		

**Citizen Contacts/Appointments:** Multiple citizen/ client contacts were addressed. Annual and interim exams were processed by mail, email and over the phone.

Ongoing Projects:

- Updating the waiting list for the Housing Choice Voucher Program.
- Updating Administrative Plan.
- Updating current software and continuing training
- Scanning all files into system

**ADD A DOLLAR REPORT**

There were 3 applications reviewed for utility assistance. A total of \$553.90 was provided, for an average of \$184.64 per household. There was a balance of \$13,349.85 as of July 31, 2020.

**RECREATION DIVISION  
Monthly Report  
July 2020**

The Recreation Center has been open the entire month of July with reduced hours due to covid and the slower traffic we have experienced. Traffic has been slow for a number of reasons. Many people still do not feel comfortable going inside to work out. A number of our customers have requested refunds due to the City's requirement to have a mask on when working out and some have been granted. Patrons feel it is hard to breathe with them on. Others appreciate what we are doing to stay open and keep those wishing to work out a little safer by requiring the mask be worn and have gotten used to working out with a mask.

The fact that the locker room renovation is still going on might have hurt our numbers some as well. During this project the sauna, the steam room and both locker rooms have been shut down. Work is continuing on schedule and should be done before school starts on August 24. This was a much needed project since all the original interior had not been updated since 1993 when the Rec center was opened to the public.

To help insure social distancing at the Rec Center the activity room, mainly used by kids, is closed. Cardio row has been closed. We have offered very limited fitness classes and those we do offer are pretty low intensity classes so the possibility of a patron fainting due to lack of air and breathing thru the mask is reduced. A number of both instructors and patrons just do not yet feel safe coming here to work out. We have not offered any cardio cycling classes nor weight lifting classes this past month. We still have basketball hoop up to prevent full or cross-court basketball games from being played and have ball players bring in their own basketball. We are not checking out padlocks nor putting towels out for the public to use. In the exercise room about 2/3 of the cardio machines are out of use and about 50% of the weight machines are blocked off all for social distancing reasons. Most of these steps have been taken for social distancing reasons and to make sure what is being used can be disinfected on a regular basis.

At the pools, we opened for lap swim on June 8<sup>th</sup>. The Falls and Holmes pool opened on June 20 for those with swim passes only. On July 14, swim pass holder could bring in guest who did not have swim passes and were allowed to pay the daily admission rate thus allowing us to generate some additional income. This policy was changed to allowing anyone wishing to pay the daily rate on July 23. Even with these changes, we still have not hit the cap of 600 patrons inside the facility at any one time. Our highest attendance thus far this summer has been 673 for the entire day.

The few programs we were able to offer like softball, baseball, track, and tennis for youth and a shortened adult softball season have gone extremely well and either have ended or will be ending early in August.

Staff has been planning for all the different "what if" associated with the fall programs we will be offering. As we attempt to figure out what we can offer and how to offer programs with social distancing requirements to keep patrons as safe as possible.

Attached is a list of programs that met in June and the number of contacts we had with the public.

Respectfully submitted,



Bruce Verink  
Recreation Division Manager

**Recreation and Community Center Usage For July 2020**

Members using the Facility	1,700	Cardio Cycling	0
Non-Members using the Facility	0	Pickleball	0
Child Care	0	Massages	15
Aerobics	56	Racquetball/Wallyball Hrs	8
Circuit Weight Training	0	Meetings/Tours/Rentals	0
REC XFIT	0	Birthday Parties	0
Personal Training	72	Before and after Care	0
Yoga	72	Tot Lot	0
Zumba	0	Steam Room	0
		<b>TOTAL</b>	<b>1,923</b>

**Recreation and Community Center Revenues**

<b>Resident Memberships Sold</b>		<b>Punch Cards</b>	
12 <sup>th</sup> Grade & Under	0	12 <sup>th</sup> Grade & Under	0
Adult	8	Adult	1
Senior Citizen	3	Senior Citizen	0
Family Pass	8	Child Care	0
Corporate Family	0	Racquetball	0
Corporate Individual	0		
4-Month	0		
<b>Credit Card Usage</b>	<b>\$9,851.50</b>	<b>Leisure Link Registration</b>	<b>\$1,211.00</b>
<b>Daily Fees</b>		<b>Racquetball</b>	<b>\$0.00</b>
Admission	\$0.00	Amusement Park Ticket Sales	\$551.00
Child Care	\$0.00		

**Swimming Pool Passes (Summer)**

Family	390	Youth & Senior	59
Adult	50	Lap Swim	0
Child Care Provider	23		

**Youth Programs**

Tot/Play Lot	0	Before & After Care	0
Camp CF-CH	0	Track	154
Camp CF-Hansen	0	Tennis	462
Camp CF-Aldrich	0	<b>Softball</b>	
Baseball		Kindergarten & 1 <sup>st</sup> Grade	98
Kindergarten	140	2 <sup>nd</sup> & 3 <sup>rd</sup>	0
1 <sup>st</sup> & 2 <sup>nd</sup>	168	4 <sup>th</sup> - 6 <sup>th</sup>	0
3 <sup>rd</sup> - 5 <sup>th</sup>	128	Pool Parties	0
		Swim Club	1,828
		Swim Meet	0
		In-services	236

**Learn to Swim**

Indoor	0
Outdoor	0

**Adult Programs**

Softball Leagues	1,632	Scuba	25
Pickleball	0	Water Walking	492

**Recreational & Lap Swim**

Outdoor	10,071
Indoor	440

**Rentals**

Pool Parties	0	Shelters	79
Beach House	13	Gateway Celebration Shelter	9
Ball Fields	10	Recreation Center	0
Ball Fields-Scheduled Usage	220		

**CEDAR FALLS RECREATION DIVISION**  
July 2020

**YOUTH SPORTS**

<b>T-BALL</b>	
Kindergarten Boys 9:00 am	20
Kgn. & 1st Grade Girls 10:00 am	14
<b>TOTAL</b>	<b>34</b>
<b>TOTAL YOUTH SPORTS &amp; ACTIVITIES</b>	<b>34</b>

**CEDAR FALLS TOURISM & VISITORS BUREAU**  
**Monthly Report**  
**July 2020**



**Meetings, Conferences and Business Travel Marketing**

- Participated in Cvent training.

**Events**

Date	Event	Attendance
July 25-Aug 1	Cedar Falls Bible Conference promotion	3,000 anticipated



**Sports Related Marketing**

- Attended Cedar Valley Sports Commission board meeting.

**Events**

Date	Event	Attendance
July 9	BLAST Summer Sizzler Swim Meet promotion	1,600 anticipated cancelled-COVID-19
July 18	Iowa Shrine Bowl CVSC assistance	7,400 anticipated cancelled-COVID-19
July 13-17	Iron Sharpens Iron Team Wrestling Camp CVSC assistance	2,000
July 15-17	Sportability Adaptive Sports Camp TVB assistance	50 anticipated cancelled-COVID-19
July 17-19	Full Count Baseball Tournament CVSC assistance	500
July 17-19	Mid America Youth Basketball Tournament CVSC grant, TVB grant	1,700 anticipated moved to November
July 20-22	Black & Gold Team Wrestling Camp CVSC assistance	750
July 22-23	Waterloo RAGBRAI Overnight TVB promotional assistance	20,000 anticipated cancelled-COVID-19
July 22-26	Iowa State Trap Shoot TVB assistance	2,600 anticipated cancelled-COVID-19
July 25&26	ASA Men's State Baseball Tournament CVSC assistance	30 teams anticipated
July 26	Iowa Games Ninja Warrior Competition TVB promotion	97 anticipated cancelled-COVID-19

CVSC – Cedar Valley Sports Commission, CFTVB – Cedar Falls Tourism and Visitors Bureau



**Leisure Travel Marketing**

- Met with Cedar Trails Partnership board.
- Met with IDMA Marketing Committee.
- Met with Mayor to discuss social media posts promoting local businesses.
- Published Weekender Newsletter and blog posts about a George Wyth State Park and Patio Dining.
- Performed daily updates and maintenance of CedarFallsTourism.org web site.
- Received 770 leads from Travel Iowa.
- Worked with ZLR to schedule updated digital campaigns for FY21.
- Lined up volunteers to open and close the Behrens-Rapp Station on weekends.
- Managed volunteer activities to be performed from home like folding, gathering and other clerical assistance.
- Replenish supplies at Visitor Information Centers in the area x4.
- Added a Cedar Falls profile to People For Bikes Ride Spot.
- Distributed brochures, set up web page and promoted Cedar Valley Pedal Fest on calendars until it was cancelled.

- Managed CV365 Calendar of Events, releasing 55 events.
- Maintained trails events registration, social media and website.
- Monitored, shared and created posts on Facebook and Instagram.

**Events**

<b>Date</b>	<b>Event</b>	<b>Attendance</b>
July 8-12	Riverview Gospel Sing <i>Promotion and welcome materials</i>	1,400 anticipated cancelled-COVID-19
July 10	Live to Nine <i>Grant and promotion</i>	Unknown cancelled-COVID-19
July 10-19	Mamma Mia at Oster Regent Theatre <i>Promotion</i>	Unknown cancelled-COVID-19
July 17	Live to Nine <i>Grant and promotion</i>	Unknown cancelled-COVID-19
July 17	Live to Nine <i>Grant and promotion</i>	Unknown cancelled-COVID-19
July 31-Aug 2	Iowa Irish Fest <i>Promotion and hospitality</i>	48,000 anticipated cancelled-COVID-19



**Tourism Related Business and Organization Coordination and Collaboration**

- Met with Eastern Iowa Tourism Association board.
- Met with Iowa Destination Marketing Alliance executive committee meeting and new iTIP board.
- Met with Grow Cedar Valley affiliates.
- Attended virtual Destinations International Annual Conference.
- Managed Cedar Falls Tourism & Visitors Bureau board meeting.
- Attended Iowa Department of Transportation Tourist Oriented Directional Signage meeting.
- Published Hospitality Highlights newsletter x4.



**Asset Development**

- Hired a photographer to get images of people enjoying the downtown, restaurants, College Hill and trails while wearing masks.
- Edited 80+ photos taken by staff.



**Group Tour Marketing**

- Gathered guest room information and activities for a family reunion to take place in mid-August with an anticipated 30 room nights.



**Organization and Promotion of Tourism Related Events**

- Met with Sturgis Falls Celebration board.
- Met with Cedar Valley Pedal Fest and they, unfortunately cancelled the event.



**Increase Community Support**

- Maintained contact with volunteers via birthday and anniversary cards and attending a drive-by birthday party.

**COVID-19 Notations**

- Four of five staff worked from the office. One more will return next month.
- We are open to the public but not hosting meetings in our buildings.

**Administrative Activities**

- Community Development staff meetings x4, Tourism staff meetings x3, and Hearst Center staff meeting x2.
- Met with Art and Culture Board selection committee and board.
- Met with Civil Service Commission and interviewed candidates as we hire new Sales & Marketing Coordinator.
- Shopped Customer Relationship Management options.



**Focus for August**

- Hope to extend an offer to a new Sales & Marketing Coordinator.
- Hope to select a vendor for our customer relationship management software.
- Analyze trail usage data.

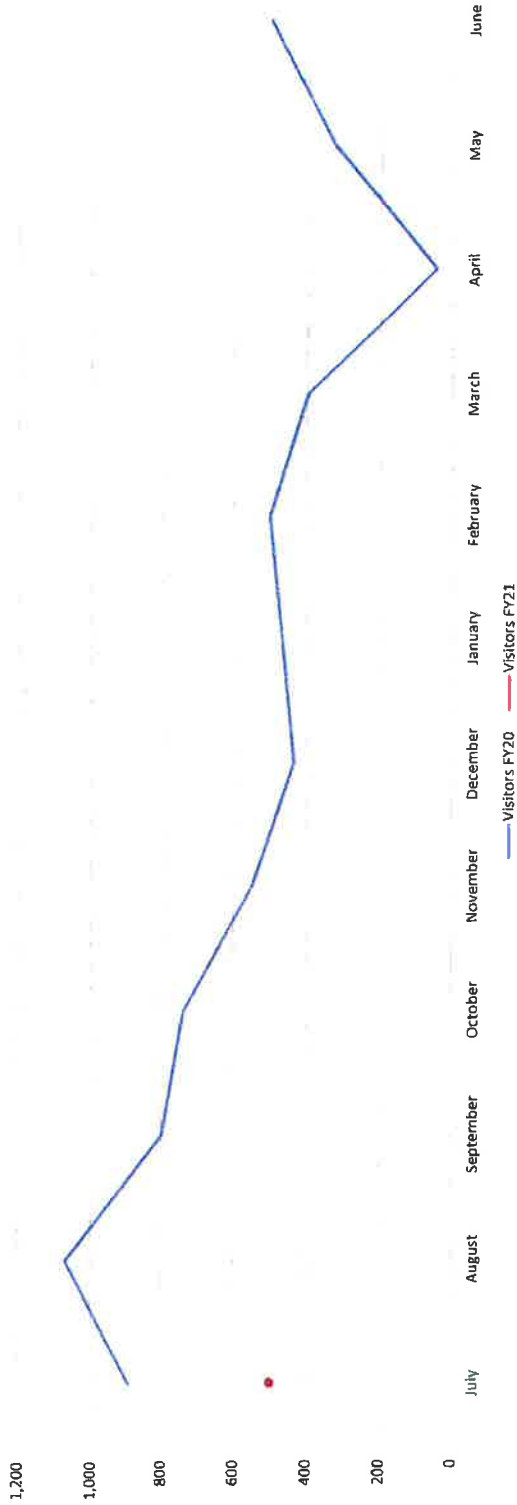
Respectfully Submitted,

A handwritten signature in black ink that reads "Kim Manning". The signature is written in a cursive, flowing style.

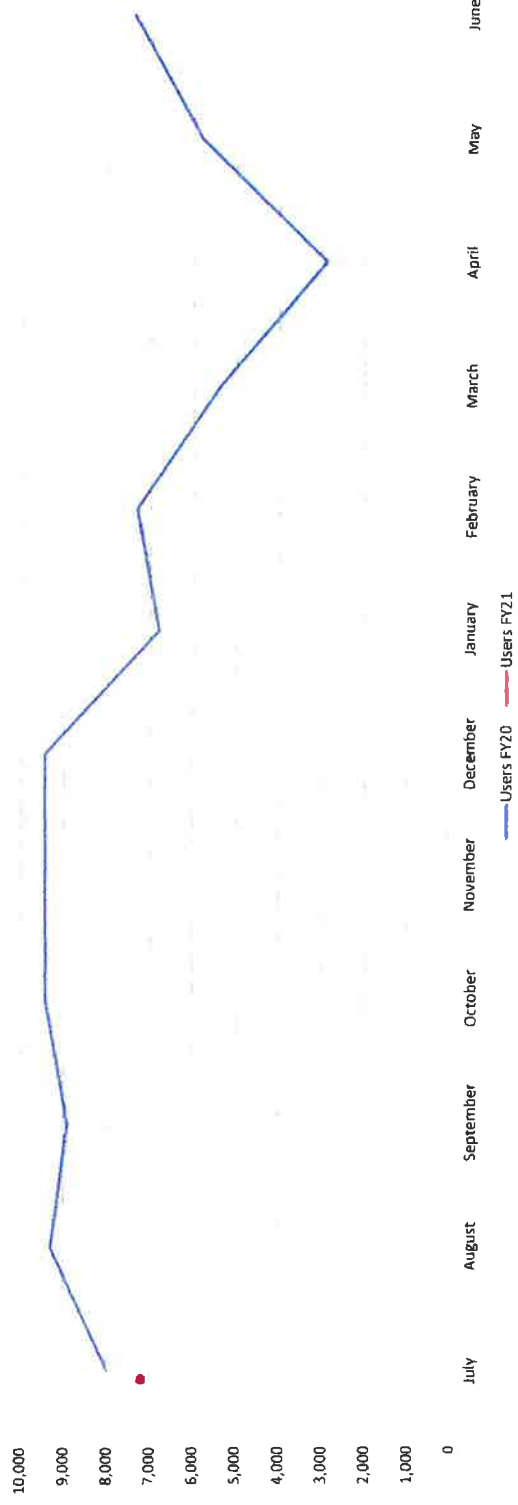
Kim Manning, Visitors, Tourism and Cultural Programs Manager

# Monthly Activity Report for Cedar Falls Tourism & Visitors Division

## Visitor Center Traffic, Door Counter



## Website Traffic, Users



**CEDAR FALLS  
CULTURAL PROGRAMS**  
Monthly Report | July 2020



- The Hearst received grant funding from the CFCF for \$4,750 toward an upcoming project, bringing total current grant awards for FY21 to \$15,823.
- Staff continues to create new virtual programming options and at-home kits for fall.
- The Art and Culture Board Search Committee completed two interviews for a vacant board seat and forwarded their recommendation to the mayor.
- The Hearst was featured on "Serving the Valley" with Roy Justis on Channel 15, and two channel 15 produced spots on current shows and programs.
- Staff collected a painting from the Midwest Art Conservation Center in Minneapolis, which will be on display in September. Conservation on the painting was funded by the CF Community Foundation and Friends of the Hearst.
- Hearst staff coordinated professional photographs of several works in the Public Art Collection and from the Permanent Collection, in preparation for a publication project.
- All works in the Public Art Collection were cleaned, and maintenance work on one piece will be coordinated through the UNI Public Art Incubator within the next nine months.
- Hearst staff continues to update database including memorial gifts via deceased artists and biographical stats, financial donation records.
- Hearst staff and IT continue to trouble-shoot projected media in the Hearst galleries.
- "Artisans in the Garden" event was held in the Hearst garden and featured three artisan groups: A Blacksmith, The Weavers and Spinners Guild and a tie-dye instructor. Patrons, while practicing social distancing, wove "Mug Rugs" and tie-dyed bandanas, children received a Blacksmithed lollipop or wand. 48 people attended.
- The Hearst was to be a part of the Garden Ride for Cedar Valley Pedal Fest this year, but Pedal Fest has been cancelled this year because of COVID-19 concerns.
- Three "Party on the Patio" concerts were held on the Corning Patio on Thursdays in July. Social distancing measures were in place. Average attendance was 30 people per event.
- Friend of the Hearst continues to work on selecting chairs and tables for the patio to make the space more usable for events and casual use. The patio has seen a significant increase in usage since COVID restrictions were put in place.
- Lea Stewart, Senior Services Coordinator, presented learnings to staff and Friends of the Hearst from her attendance at the annual Assoc. of American Museums conference (virtual). Her attendance was funded by Friends of the Hearst.

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor  
Hearst Center for the Arts

**CEDAR FALLS**  
**CULTURAL PROGRAMS**  
 Monthly Statistics | July 2020

<b>Usage Statistics</b>	<b>June FY20</b>	<b>July FY21</b>	<b>July FY20</b>
In-Person and Virtual Attendance*	1243	1402	2795
Off-site Ed/Outreach Encounters	0	0	206
Public Programs Offered**	3	4	5
Exhibition walk-in Viewers	157	213	365
Classes/Workshops Offered***	4	4	10
Rentals/Birthday Parties	0	0	2
Volunteers/# of Hours	3/4.5	2/10	7/23
Facebook Views	28470	30597	20773
Facebook Followers	2192	2216	1974
Instagram Followers	484	513	n/a
Ads, videos, press releases, articles	8	6	3
Friends Members/new or renewed	267/10	281/16	227/6

\*includes door counter, estimated garden attendance, and virtual program attendance

\*\*includes on-site and virtual programs

\*\*\*includes themed take-home kits and virtual classes/workshops

**Programming highlights include:**

- 'Artisans in the Garden' event with three artisan groups, demonstrating their methods for the public. Approximately 50 people attended the two hour drop-in event.
- We held three 'Party on the Patio' live concerts with an average attendance of 30.
- 'The Art of Science' take-home camp kit for families sold out; we made five additional kits for families on the wait list.

**ENGINEERING DIVISION  
PROJECT MONTHLY REPORT - July 2020**

Item 11.

<b><i>Project</i></b>	<b><i>Description</i></b>	<b><i>Status</i></b>	<b><i>Budget</i></b>	<b><i>Contractor/ Developer</i></b>
2018 Street Construction	Street Repair	Final Out Remains	\$4,700,000	Engineering Division PCI
2019 Street Construction	Street Repair	Final Out Remains	\$4,800,000	Engineering Division PCI
2020 Sidewalk Assessment	Sidewalks	Design/Notices	TBD	Engineering Division
2020 Street Constrcution	Street Repair	Construction Underway	\$3,385,340.30	Engineering Divison PCI
Campus Street Box Culvert	Box Culvert	Final Out Remains	\$320,000	Engineering Division PCI
Cedar Heights Drive Reconstruction	Street Repair	Design	\$6,000,000	Snyder
Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Center Street Trail	Trails	Final Out Remains	\$450,000	Engineering Division Cunningham Construction
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Final Out Remains	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Complete	\$3,800,000	Engineering Division SM Hentges
Greenhill Road Extension	New Street Construction	Final Out	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
South Main Parking Lot	New Parking Lot Construciton	Punch List Remains	\$160,000	Engineering Divison / Snyder & Cunningham

**ENGINEERING DIVISION  
SUBDIVISION MONTHLY REPORT - July 2020**

<b><i>Project Title</i></b>	<b><i>Description</i></b>	<b><i>Status</i></b>	<b><i>Budget</i></b>	<b><i>Contractor/ Developer</i></b>
<b>Arbors Fourth Addition</b>	New Subdivision	Construction Underway	-----	Skogman/CGA
<b>Autumn Ridge 8th Addition</b>	New Subdivision	Maintenance Bond	-----	BNKD Inc. Shoff Engineering
<b>Autumn Ridge 9th Addition</b>	New Subdivision	Preliminary Plat	-----	BNKD Inc./CGA
<b>Autumn Villages Phase II &amp; III</b>	New Subdivision	Maintenance Bond	-----	CGA
<b>Gateway Business Park</b>	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
<b>Greenhill Village Townhomes II</b>	New Subdivision	Under Review	-----	Panther Farms/CGA
<b>Greenhill Village Estates</b>	New Subdivision	Construction Underway	-----	Nelson Construction & Development
<b>Panther West - 1st Addition</b>	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA
<b>Park Ridge Estates</b>	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
<b>Pheasant Hollow 7th Addition</b>	New Subdivision	Construction Underway	-----	CGA
<b>Prairie Winds 4th Addition</b>	New Subdivision	Final Out Remains	-----	Brian Wingert CGA
<b>Prairie Winds 5th Addition</b>	New Subdivision	Construction Underway	-----	Brian Wingert CGA
<b>River Place Addition</b>	New Subdivision	Construction Underway	-----	Kittrell/AECOM
<b>Sands Addition</b>	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ

**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - July 2020**

<b>Project</b>	<b>Description</b>	<b>SWPPP Status</b>	<b>Detention Calcs Status</b>	<b>Developer/ Engineer</b>	<b>Project Status</b>
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
Autozone	6130 University Avenue	Approved	Approved	Kimley Horn & Associates, Inc.	Active
Cedar Falls Gospel Hall	1302 Walnut	Under Review	Approved	Claassen Engineering	Not Started
CFU Building Addition	1 Utility Parkway	Approved		Punch List Remains	Active
Community Bank and Trust	312 W. 1st Street	Under Review	Under Review	VJ Engineering	Under Review
Creekside Condos	-----	Under Review	Under Review	Fehr Graham Engineering	Under Review
CVMS Ortho Clinic	-----	Approved	Approved	VJ Engineering	Active
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Punch List Remains	Active
Hanna Park Lot 5	Callum Ct	Approved	Approved	Shoff Engineering	Active
Hennessey Dentistry (Building)	9219 University Avenue	Approved	Approved	VJ Engineering	Complete
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Immanual Lutheran Church	4820 Oster Pkwy	Under Review	Approved	ISG	Not Started
John Deere PEC	John Deere PEC	Approved	Approved	John Deere/Dillenwerk Engineering	Complete
N. Cedar Elementary School	2419 Fern Avenue	Approved	Approved	Brain Engineering/Cardinal	Complete
Orchard Elementary	3909 Rownd Street	Approved	Approved	Brain Engineering	Complete
Owen5 Construction Facility	LOT 10 NORTHWEST CORNER OF INDUSTRIAL PARK	Approved	Approved	Fehr Graham Engineering	Complete
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Complete
Panther Travel Center/Dairy	1525 W Ridgeway	Approved	Approved	Fehr Graham Engineering	Active
Rabo Agrifinance	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Complete
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Complete
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Under Review	Under Review	CGA	Not Started
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Complete
River Rec Area and Bank Improvments	-----	Under Review	Under Review	City of Cedar Falls	Not Started
Standard Distributing Co. Building	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Complete
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Complete
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Complete

# Department of Public Works

## Operations and Maintenance Division

### Monthly Report for July 2020

#### Streets Section:

- Managed tree damage cleanup as a result of a high wind event that occurred on July 9th
- Staff assisted to contain the compost fire and monitor users as it reopened.
- Variety of street maintenance was performed including alley grading, patching, route sealing, etc. Larger repairs were performed on Waterloo Road,
- Variety of storm/sanitary repairs made on Richard, Ironwood, and on the Western Home Community streets.

#### Traffic Operations:

- 110 traffic signs were repaired or replaced. These replacements were due to vehicle or wind damage, or because of poor reflectivity.
- Assisted with storm damage clean up.
- Completed repairs to traffic signals following the July 9 windstorm
- Assisted with electrical install at Veteran's Park.
- In house street line striping is complete
- Contracted street painting is 95% complete.
- Installed 15 minute drop-off/pick-up zone signs in the downtown parking lots

#### Fleet Maintenance:

- Processed 132 work orders on various equipment
- Used 17,289 gallons of fuel (7,578 ethanol, 9,711 diesel)
- Delivered new Survey vehicle to Engineering
- Received delivery of new tanker truck for Public Safety
- Received delivery of a new leaf vacuum unit

#### Public Buildings:

- Performed cleaning as recommended by the CDC due to COVID
- Facilities sidewalk inspections were performed.
- Assisted Engineering with purging file cabinets
- Performed HVAC filter replacements

#### Parks:

- Tree damage cleanup due to wind event early in the month
- Weed and brush trimming took place along recreation trails and around structures
- Maintained watering of Peter Melendy Park
- Met with Pickle Ball representatives to discuss court maintenance

#### Cemetery:

- Performed 14 interments (11 cremations)
- 3 spaces sold



Refuse:

- Ordered new refuse truck as programmed in the VRP and approved by City Council in June
- Total of 805 refuse container dumps, responded to 166 bulk collections, 3,594 yard waste carts collected. 743 tons of residential solid waste collected.
- Transfer station hauled 79 loads of solid waste to the Black Hawk County Landfill totaling 1,136 tons.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION / SEWER DIVISION  
MONTHLY REPORT - JULY 2020

### PLANT OPERATIONS

Plant performance was good for July, meeting all required permit effluent limits.

The high winds and heavy rain on July 9<sup>th</sup> that took trees down over power lines caused outages at several lift stations in the Rainbow Drive and Cedar Heights area. Five lift stations lost power. Not all lift stations have permanent generators in place. Portable generators were placed at each lift station and pumping resumed within one hour of initial power loss. Unfortunately, with elevated flows due to the heavy rain, there were sanitary sewer overflows during this period between the power loss and the time that pumping resumed.

With each permit renewal we are required to conduct a headworks loading study to determine what priority pollutants can be discharged to the City by local industry without causing environmental harm or interference with the treatment process. This report was completed and submitted in July. Very small changes were made in the mass allowed for each pollutant. These masses are based on Water Quality Standards, treatment capabilities, and biosolids regulations. New values were tentatively accepted by the IDNR, pending a public comment period.

Also due in July was the annual diffuser dye report. This includes a bathymetric report conducted by the USGS and a dye test conducted by staff of our diffuser. This report was very similar to previous year's reports in that the diffuser is performing as designed.

### PROJECTS

Staff continued to work on the renovation of our final lift station at the treatment plant. This involves replacing drives for the pump system and programming new parameters for the pumping. This updated system will be more efficient and reliable, and much easier to operate.

### INDUSTRIAL WASTE PRETREATMENT PROGRAM

All pretreatment industries are required to submit biannual compliance reports by the 25<sup>th</sup> of July each year. All industries required to submit this report did so and no violations were noted.

### BIOSOLIDS

We were able to haul 188,000 gallons of liquid biosolids to the City owned farm field in July. Another 176,000 gallons were processed through our belt filter press system for application later.

## SEWER CALLS AND COLLECTION SYSTEM ISSUES

Staff processed 602 requests for utility locates in construction areas for the Iowa One Call system. Of those, 103 were pertinent and required a sewer line to be located.

We received four calls regarding sewer problems, one call involved a blockage in a line on Schreiber. Once staff was notified of the issue it was resolved within thirty minutes. There were two after hours lift station alarms in July due a short power outage. Power was restored quickly with no other issues.

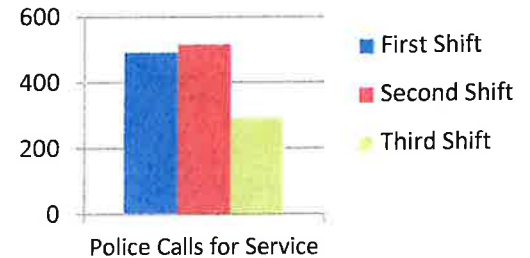
A total of 2,565 feet (10.49 miles) of sanitary sewer lines were televised this month. This brings our annual total to 3.25 miles. Our goal each year is to televise at least ten miles.

Crews were able to do clean 15,276 feet (32.9 miles) of sanitary sewer lines. This brings our annual total to 16.5 miles. Our annual goal is to clean at least forty miles.

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
JULY 2020**

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	494	519	299
Traffic Stops	108	294	128
Arrests	14	22	32
Accidents	25	24	12



**CEDAR FALLS FIRE**

<u>Fire Statistics</u>	Red Shift	Green Shift	Blue Shift
Calls for Service	63	74	71
Fire	5	1	16
Rescue/Medical	35	48	35
Service Call	1	6	2
Good Intent	8	5	3
False Alarm/Call	14	14	15

**INVESTIGATIONS**

**CSI**

- 7/1/20 – Assisted 2<sup>nd</sup> shift officers with transporting a sexual assault kit back to Cedar Falls from the Marshalltown Police Department (20-047718)
- 7/6/20 – Assisted 1<sup>st</sup> shift officers with processing a vandalism at a hotel on University Avenue (20-049530)
- 7/6/20 – Assisted 1<sup>st</sup> shift officers with processing a vandalism at an apartment building on Maplewood Drive (20-049546)
- 7/7/20 – Assisted investigators with a search warrant in reference to a robbery on University Avenue (20-049709)
- 7/8/20 – Assisted 1<sup>st</sup> shift officers with processing a medical call on Madison Street (20-050192)
- 7/19/20 – Assisted 1<sup>st</sup> shift officers and investigators at the scene of a fatality accident at Hudson Road & Ridgeway Avenue (20-053498)
- 7/20/20 – Assisted 1<sup>st</sup> shift officers and investigators at the scene of a death on Rainbow Drive (20-053685)
- 7/24/20 – Assisted 3<sup>rd</sup> shift officers with processing a burglary scene on Waterloo Road (20-054815)
- 7/28/20 – Assisted Tri County Drug Enforcement Task Force with a search warrant on Mount Vernon Road (20-054059)
- 7/28/20 – Assisted investigators with processing a vehicle stolen from Merner Avenue and recovered in Waterloo (20-054582)

**Crime Lab:**

- 2 items of physical evidence were processed
- 6 items of evidence were taken to the State Crime Lab for processing

Property Room:

- Found property from April through June 2020 was posted to the City website, Police Department Facebook page, City Hall and the Public Safety Building
- The quarterly drug audit was completed for April through June 2020
- The quarterly cash audit was completed for April through June 2020
- The quarterly firearm audit was completed for April through June 2020
- The monthly random property audit was completed for July
- Unclaimed found property from April through June 2019 was removed from evidence and prepared for disposal
- Unclaimed found bikes from July through December 2019 were removed from evidence and prepared for disposal

Evidence / Property:

- Physical evidence entered: 137
- Found property entered: 18
- Property held for safekeeping: 17
- CD's entered by Officers: 100
- Attorney video copies sent: 36
- Attorney requests (not video): 4
- Building videos archived: 51

**POLICE RESERVE UNIT – Lieutenant Brooke Heuer**

- Total Hours: 110

**POLICE STATISTICS:**

	<u>July 2020</u>	<u>Total 2020</u>
<b>Group A Crimes</b>		
Forcible Rape/Sodomy/Fondling	3	14
Robbery	1	2
Assault	14	89
Intimidation	1	9
Arson	0	1
Extortion/Blackmail	1	2
Burglary/B&E	7	53
Theft	41	250
Motor Vehicle Theft	8	22
Counterfeit/Forgery/Swindle	5	31
Fraud	5	33
Vandalism	20	104
Drug Offenses	17	84
Porno/Obscene Material	0	1
Weapon Law Violation	2	10
<b>Group B Crimes</b>		
Bad Checks	2	7
Disorderly Conduct	2	19
Driving Under Influence	11	70
Drunkenness	6	91
Non-Violent Family Offense	2	8
Liquor Law Violation	1	2
Runaway	0	11
Trespassing	0	7
All Other Offenses	20	75
<b>Group A Total:</b>	<b>125</b>	<b>705</b>
<b>Group B Total:</b>	<b>44</b>	<b>290</b>
<b>Total Reported Crimes:</b>	<b>169</b>	<b>995</b>
<b>Traffic Accidents</b>		
Fatality	1	1
Personal Injury	0	17
Property Damage	5	181
<b>Total Reported Accidents</b>	<b>6</b>	<b>199</b>
<b>Driving Offenses</b>		
Driving While License Barred	2	8
Driving While Denied/Cancelled/Suspended/Revoked	2	13
Eluding Police Vehicle	2	4
<b>Total Driving Offenses</b>	<b>6</b>	<b>25</b>
Alcohol/Tobacco Violations	0	110
Calls for Service	1719	9,817
Total Arrests	70	416

**POLICE TRAINING EVENTS – Lieutenant Marty Beckner**

- National Crime Information Center (NCIC) recertification exams were taken for those close to their expiration dates.
- Lieutenant Rea continued with her Grow Iowa / Cedar Valley Leadership classes.
- There was not any Police In-Service training in July.
- Three PSO's continued their Field Training Program.
- Lieutenant Smith continued his online Command School training through Northwestern University.
- A voluntary firearms day was held for Officers to schedule individualized time with a firearms instructor to improve skills and marksmanship.
- Several investigators and command staff attended a Lead on Line training session via online.
- One PSO attended a Standardized Field Sobriety Test instructor class at the Iowa Law Enforcement Academy.
- Two PSO's attended a Firearms Instructor school at the Iowa Law Enforcement Academy.
- Several PSO's attended a CPR recertification class.

**CEDAR FALLS FIRE RESCUE****JULY FIRE DEPARTMENT ACTIVITIES:**

- Led the 4<sup>th</sup> of July parade.

**FIRE INSPECTIONS – Battalion Chief Curt Hildebrand**

- July Rental Inspections: 0
- July Re-Inspections: 0

**FIRE TRAINING EVENTS – Lieutenant Marty Beckner**

- Public Safety Officers completed their monthly checklist of knowledge and performance tasks.
- Public Safety Officers continued their Fire Fighter 1, Fire Fighter 2 and Hazardous Materials certification testing.
- July Walkthroughs at the University of Northern Iowa were cancelled due to COVID-19 precautions. The training was modified to ensure compliance with COVID-19 restrictions.
- Fire In-Service training consisted of individual skills reviews and testing.
- A Public Safety Officer began Firefighter I training at Kirkwood Community College.

**FIRE RESCUE CALLS FOR SERVICE**

<b>Type of Incident (Monthly)</b>	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20
Medical & Rescue	124	124	98	87	74	95	118					
Cancelled, False Alarms, Good Intent	42	54	44	58	57	54	59					
Fire, Heat, Hazard, Weather Related & Other	12	8	13	13	13	20	35					
<b>Totals</b>	<b>178</b>	<b>186</b>	<b>155</b>	<b>158</b>	<b>144</b>	<b>169</b>	<b>212</b>					

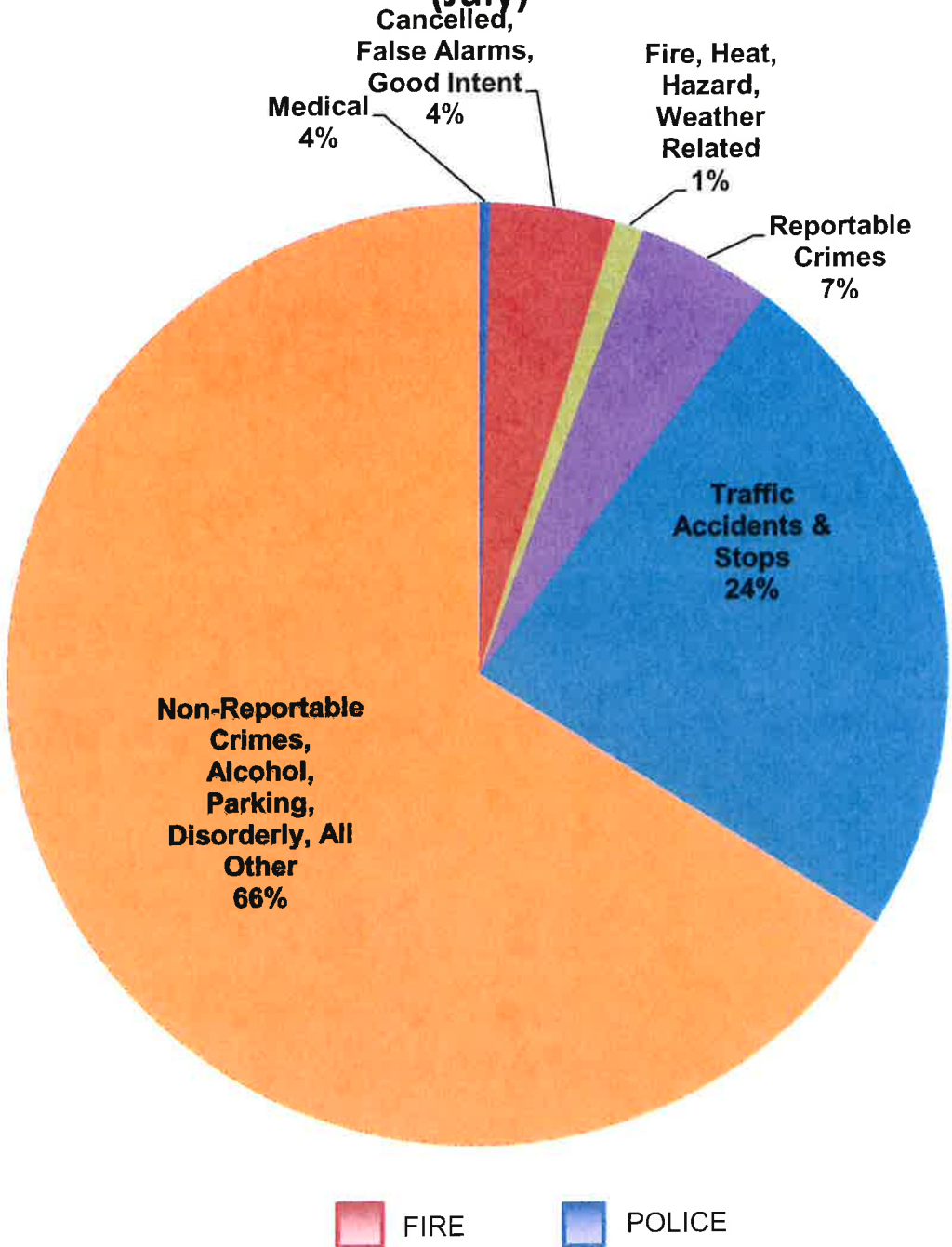
<b>Type of Incident (per year)</b>	2011	2012	2013	2014	2015	2016	2017	2018	2019
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772	841
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022	1,272
<b>Totals</b>	<b>2,012</b>	<b>2,103</b>	<b>2,101</b>	<b>1,999</b>	<b>2,207</b>	<b>2,481</b>	<b>2,337</b>	<b>1,794</b>	<b>2,113</b>





# Cedar Falls Public Safety Experience Survey

(July)



Instructions on the reverse side

For period (MM/DD/YYYY) 9 / 8 / 2020 through June 30, 2021

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

Business Information:

Trade Name/DBA Panther Travel Center
Physical Location Address 1525 W Ridgeway Ave Cedar Falls ZIP 50613
Mailing Address Same City State ZIP
Business Phone Number 319-260-2186

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC X LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP MT Tanks LLC
Mailing Address 1525 W Ridgeway City Cedar Falls State IA ZIP 50613
Phone Number 319-260-2186 Fax Number N/A Email rouse.mate.gemuni.net

Retail Information:

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

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

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

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

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

Name (please print) Martin L. Rouse Name (please print)
Signature [Signature] Signature
Date 8-27-20 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New X Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 09 / 08 / 2020 through June 30, 2021

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

Business Information:

Trade Name/DBA UNITED WINE + LIQUOR
Physical Location Address 2211 COLLEGE ST City CEDAR FALLS ZIP 50613
Mailing Address SAME City State ZIP
Business Phone Number 319-493-8117

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation X LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP United Wine + Liquor
Mailing Address 2211 College St City CEDAR FALLS State Iowa ZIP 50613
Phone Number 319 493 8117 Fax Number Email SAFERAGIC@GMAIL.COM

Retail Information:

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

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

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

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

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

Name (please print) RASIM SEFERAGIC Name (please print)
Signature seferaga Rasim Signature
Date Aug 25 2020 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New X Renewal

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

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


**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**


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**To:** Mayor Green and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director  
 Craig Berte, Police Chief  
**Date:** September 3, 2020  
**Re:** Beer/Liquor License Applications

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

Name of Applicants:

- a) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
- b) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
- c) Hampton Inn & Suites, 101 West 1st Street, Class C beer & Class B wine - renewal.
- d) Metro Mart, 103 Franklin Street, Class C beer - renewal.
- e) Murphy USA, 518 Brandilynn Boulevard, Class C beer - renewal.
- f) Hilton Garden Inn, 7213 Nordic Drive, Class B liquor, Class B native wine & outdoor service - renewal.
- g) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.
- h) Wilbo, 118 Main Street, Class C liquor - renewal.
- i) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.
- j) Chuck E. Cheese's, 5911 University Avenue, Class B beer – change in ownership.
- k) United Wine & Liquor, 2211 College Street, Class E liquor – new.





ROBERT M. GREEN

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

**MEMORANDUM**  
 Office of the Mayor

**TO:** City Council  
**FROM:** Mayor Robert M. Green *Robert M. Green*  
**DATE:** September 1, 2020  
**SUBJECT:** Recommendation for Council Consideration to Remove Commissioner LeaAnn Saul as a Cedar Falls Planning and Zoning Commissioner

**REF:** (a) Code of Ordinances, City of Cedar Falls §2-159: Removal of appointed officers  
 (b) Personnel Policies, City of Cedar Falls 801(2)(s): Behavior of Employees

1. **Executive Summary.** In accordance with reference (a), I recommend that Ms. LeaAnn Saul be removed from her appointed office as Planning and Zoning Commissioner for just cause, specifically for making public false statements regarding an elected official and City operations. I request that the City Council approve a resolution to consider removal, and to initiate the removal consideration proceedings specified in reference (a).

2. **Background.**

a. On Monday, August 24, 2020, Commissioner Saul posted to her city campaign Facebook Page, "LeaAnn for Cedar Falls" the following (included as Enclosure (1)):

*"FYI, the CF mask mandate is trying to get pushed through by Mayor Green, Joyce Coil, and Dee Vandeventer - who are sending out a petition via Facebook. The CFPD was asked to go out and take photos of youth sports practices and churches to prove, or disprove, they weren't wearing masks with the goal of shutting them down. Privately, the head of Public Safety is not happy about it and doesn't want to be put in the position to enforce it. The state has said they will not support any city's efforts to implement a mask mandate, nor will they defend any city against lawsuits resulting from mask mandates. Apparently, there's a "company in the industrial park" soliciting \$500 contributions to fight the mandate, etc. Call your city council rep to voice your displeasure and ask your friends to do the same.*

*Let all CF friends know about this and share."*

b. Since August, 24, I have had to field numerous phone calls and e-mails expressing anger at 'my' actions noted above. The Police Chief has also been required to spend time answering false charges that the city is surveilling mask use among residents.

- c. During the evening of August 25, I was made aware of the existence of Commissioner Saul's false public statement, which provides the basis for the unfounded constituent complaints regarding my participation in a petition, and of alleged abuse of authority and misconduct by the Cedar Falls Police Division.
- d. The statement regarding my "pushing" of a petition regarding a mask mandate is false. I have had no contact with the two individuals Commissioner Saul references in her post, nor have I created, forwarded or signed any petitions for a mask mandate.
- e. The statement regarding police surveillance is false. I have confirmed with Police Chief Berte that that no orders have been given for any officers to surveil churches and youth activities for mask-wearing. While Ms. Saul stated that the Cedar Falls Police "was asked" to carry out this activity, her follow-on statement that Public Safety Director Olson "is not happy about it and doesn't want to be put in the position to enforce it" strongly implies that either I or City Administrator Ron Gaines did the 'asking'. Again, this is false.

### 3. Recommendation Justification.

#### a. *Expected Standard of Ethics for Appointed Officials.*

- (1) While City elected and appointed officials are not required by City Ordinance to comply with the City's Personnel Policies, accepted practice is that the City's public officials adhere to the *spirit* of the provisions, and to the *letter* where appropriate. In this case, reference (b) states that the following conduct is prohibited for City employees and may subject the individual involved to disciplinary action, up to and including termination:

*"Making false, inaccurate, or misleading statements or misrepresentations about another City employee elected or appointed public official, citizen, customer, City operation, practice, policy, or other matters."*

- (2) Commissioner Saul's false statements regarding the Cedar Falls Police Division and about me (as Mayor) unquestionably violate the spirit of the City's Standards of Conduct. Whether she actually invented the false information herself, or instead simply passed along rumors provided to her, is irrelevant. The posting of this information on public social media under her own name means Commissioner Saul is culpable for the issuance of these false statements.
- (3) While a private resident may make false statements with impunity, elected and appointed officials can (and must) be held to a higher standard. Public service requires special trust and confidence from the Council, Mayor, and public; if public officials violate commonly accepted standards of ethics and integrity, then appropriate consequences must be meted out to preserve the public trust.

- b. *Jurisdiction of the Council.* The Chair of the Planning and Zoning Commission, Mr. Mardy Holst, has expressed to me that the Commission lacks the internal expertise to discipline commissioners. For this reason, any disciplinary action against members falls under the jurisdiction of the City Council. Additionally, per reference (b), removal of appointed officials can only be carried out by the appointing authority, which in this case is the City Council and Mayor.
- c. *Existence of a Public Emergency.* Commissioner Saul has issued false statements about City operations in response to a declared public health emergency. This is no small consideration; passions are already inflamed regarding the city's deliberations of a facemask mandate and the proper role of local government during this pandemic. The City's decisions may have significant consequences for our community's public health and economy. Commissioner Saul's willful false statements have fomented needless additional anxiety, anger, and distrust of local government and its actions. While it is unconscionable for a public official to stoke anger and distrust for personal and political gain at any time, it is all the more egregious when done in a crisis.



#### 4. Recommendation and Next Actions.

- a. In accordance with reference (a) I recommend that the City Council vote to consider Commissioner Saul's removal from the Planning and Zoning Commission due to the misconduct detailed above. The misconduct is too egregious to merit lesser action.
  - b. Upon approval of my recommendation, reference (a) requires that Commissioner Saul be notified in writing of the Council's decision (within three days) with the reasons for the removal consideration. She may then (within five days) request a private hearing with the Council in executive session to present evidence and arguments prior to the Council's rendering of a final decision. This final roll-call vote for removal (to be made within five days of the executive session) would then be conducted publicly, with Commissioner Saul given the opportunity to be heard prior to removal.
5. While this action is likely to garner publicity and attention (owing to Ms. Saul's many connections and history within our community) the requirement is inescapable that action be taken, and in a timely manner. As I have lost trust and confidence in Commissioner Saul's suitability for service as a public official, I do not desire her continued retention as a Planning and Zoning Commissioner.
  6. Please contact me with any questions or concerns regarding this recommendation.

XC: City Attorney  
City Clerk


Encl: (1) Public social media post on "LeaAnn for Cedar Falls" Facebook page, dated August 24, 2020

###

 **LeaAnn for Cedar Falls** ...  
Yesterday at 6:32 PM · 

FYI, the CF mask mandate is trying to get pushed through by Mayor Green, Joyce Coil, and Dee Vandeventer - who are sending out a petition via Facebook. The CFPD was asked to go out and take photos of youth sports practices and churches to prove, or disprove, they weren't wearing masks with the goal of shutting them down. Privately, the head of Public Safety is not happy about it and doesn't want to be put in the position to enforce it. The state has said they will not support any city's efforts to implement a mask mandate, nor will they defend any city against lawsuits resulting from mask mandates. Apparently, there's a "company in the industrial park" soliciting \$500 contributions to fight the mandate, etc. Call your city council rep to voice your displeasure and ask your friends to do the same.

Let all CF friends know about this and share.

 3 3 Comments 6 Shares



**LORENZEN LAW FIRM, P.C.**  
**ATTORNEY COREY R. LORENZEN**

4817 UNIVERSITY AVENUE  
SUITE D  
CEDAR FALLS, IA 50613

TELEPHONE (319) 269-7152  
FACSIMILE (319) 260-2168

[CLORENZEN@LORENZENLAWFIRM.COM](mailto:CLORENZEN@LORENZENLAWFIRM.COM)  
[WWW.LORENZENLAWFIRM.COM](http://WWW.LORENZENLAWFIRM.COM)

Mayor Robert Green  
Council Member Mark Miller  
Council Member Susan deBuhr  
Council Member Daryl Kruse  
Council Member Simon Harding  
Council Member Frank Darrah  
Council Member Kelly Dunn  
Council Member Dave Sires  
220 Clay St.  
Cedar Falls, IA 50613

*Sent via regular mail and email to [Rob.Green@cedarfalls.com](mailto:Rob.Green@cedarfalls.com)*  
*Sent via regular mail and email to [markm@cfu.net](mailto:markm@cfu.net)*  
*Sent via regular mail and email to [susan.debuhr@cedarfalls.com](mailto:susan.debuhr@cedarfalls.com)*  
*Sent via regular mail and email to [KruseOnCouncil@aol.com](mailto:KruseOnCouncil@aol.com)*  
*Sent via regular mail and email to [simonharding.cf4@gmail.com](mailto:simonharding.cf4@gmail.com)*  
*Sent via regular mail and email to [wfd@cfu.net](mailto:wfd@cfu.net)*  
*Sent via regular mail and email to [citizens4kellydunn@outlook.com](mailto:citizens4kellydunn@outlook.com)*  
*Sent via regular mail and email to [siresforiowa@gmail.com](mailto:siresforiowa@gmail.com)*

September 3, 2020

RE: Council Consideration of LeaAnn Saul’s removal as Planning and Zoning Commissioner

Dear Mayor and City Council Members,

I have been retained by LeaAnn Saul regarding the letter sent by Mayor Robert M. Green on August 31, 2020. The letter discusses the Council’s consideration of her removal as a member of the Planning and Zoning Commission.

Mayor Green cites the following two factors for Ms. Saul’s removal as a Commissioner for just cause:

“I have determined that you have publicly made false statements against an elected official and about city operations by falsely claiming on your “LeaAnn for Cedar Falls” Facebook page that:

- (1) I have personally been working with two other activists to “push” a mask mandate petition on Cedar Falls residents; and



- (2) The Cedar Falls Police have been ordered to photograph youth activities and churches to determine who is and isn't wearing a mask."

Ms. Saul acknowledges that the following post was made on her "LeaAnn for Cedar Falls" Facebook page:

"FYI, the CF mask mandate is trying to get pushed through by Mayor Green, Joyce Coil, and Dee Vandeventer – who are sending out a petition via Facebook. The CFPD was asked to go out and take photos of youth sports practices and churches to prove, or disprove, they weren't wearing masks with the goal of shutting them down. ..."

Before I proceed into the merits of Mayor Green's allegations, I want to first address the impropriety of this proposed action by Mayor Green. I am personally aware from my practice that this is the second time that Mayor Green has used the authority of his office to attempt to force a political opponent from the planning and zoning commission. It has been well established in a long line of cases from the U.S. Supreme Court that the First Amendment to the U.S. Constitution guarantees a right of association as derivative of the rights of speech, assembly and petition. Furthermore, this right of association includes the right to advocacy of both public and private points of view, particularly controversial ones, and, therefore, the right to further political and social views is protected against unreasonable burdening. Mayor Green is approaching a slippery slope if he attempts to quiet all political opponents appointed to City positions if they dare to contest any of his actions. The Council and Mayor would be setting a dangerous precedent if they take such action against Ms. Saul.

With regard to the statements on Ms. Saul's Facebook page, the first issue raised by Mayor Green is that these statements are false. Ms. Saul emphatically denies that these statements are false. Ms. Saul was provided information from a credible source that statements made on her Facebook page are true. The question for Mayor Green is whether he denies such allegations. Ms. Saul is prepared to present evidence that these statements are, indeed, true.

The second issue is whether such allegations, even if false, rise to the level of "just cause" for Ms. Saul's removal from the Planning and Zoning Commission. While the "just cause" standard is an flexible standard, the primary definition used in various settings by the Iowa courts, as applied in this situation, is that "just cause" is cause which directly or indirectly significantly and adversely affects what must be the ultimate goal of the planning and zoning commission. The City of Cedar Falls website states that the purpose of the planning and zoning commission is as follows:

"This commission reviews and provides recommendations to the City Council on a variety of planning-related matters. These include: implementation of the Comprehensive Plan, changes to



zoning and subdivision ordinances, review of preliminary and final plats for subdivisions, development site plans, rezoning requests, public right-of-way vacations, easement vacations, and facade change requests.”

There is absolutely nothing in the statements made on Ms. Saul’s Facebook page which in any way conceivable rise to the level of “just cause” for her removal. She simply shared that the Mayor and two other members of the City were attempting to push a mask mandate, and that the CFPD was asked to take photos of youth practices and church services. Again, even if not true (which Ms. Saul adamantly denies), this statement in no way significantly or adversely impacts her role as a member of the planning and zoning commission. Mayor Green’s allegation fails to meet the “just cause” standard. The only way a finding to the contrary can be made is if the Council is politically motivated to remove Ms. Saul from the Planning and Zoning Commission, which is unconstitutional.

Ms. Saul wants to be clear that she denies that the allegations are false, and that she intends to exercise all remedies available to her if any adverse action is taken against her as a member of the Planning and Zoning Commission. Please consider this letter while considering the Mayor’s recommendation on September 8, 2020. Ms. Saul and I will be present at that meeting to address any questions or concerns that you may have. Feel free to contact Ms. Saul or me in advance of the meeting to discuss this matter further. Thank you for the consideration of this letter.

Respectfully submitted,



Corey R. Lorenzen  
for LORENZEN LAW FIRM, P.C.





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 Green, City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** August 20, 2020  
**SUBJECT:** Settlement Agreement—JKC Investments, LLC

Attached to this Memorandum please find a proposed settlement agreement with JKC Investments, LLC. This settlement arises out of a dispute related to a temporary grading easement necessary for the construction of a portion of Cyber Lane.

This matter went to condemnation which resulted in an award of \$30,000.00 in total to JKC Investments. This amount has already been paid.

At the same time there is pending in Black Hawk County District Court a companion lawsuit challenging the City’s right to condemn the property in the manner asserted. The parties have reached agreement on settlement of the separate lawsuit, and foreclosing appeal of the condemnation award, pending Council approval, in the amount of an additional \$15,000.00 to be paid to JKC Investments.

The proposed settlement would resolve all claims against the City involving JKC Investments in connection with the Cyber Lane project. Staff recommends approval of the settlement.

Please feel free to contact me with any questions.

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between JKC Investments, LLC, its members, managers, agents, employees, successors and assigns (collectively “JKC”) and the City of Cedar Falls, Iowa, its officers, employees, agents, predecessors, heirs, executors, successors, related entities and assigns (collectively “City”). JKC and the City will be referred to jointly as the “Parties.”

**WHEREAS**, JKC is an Iowa limited liability company with its principal place of business in Black Hawk County, Iowa; and

**WHEREAS**, the City is an Iowa municipal corporation located in Black Hawk County, Iowa; and

**WHEREAS**, the City has ordered construction of certain public improvements in connection with its 2018 Street Improvement Program, which includes paving a portion of a City-platted right-of-way known as Cyber Lane (“Cyber Lane Project”); and

**WHEREAS**, the City required a temporary easement from JKC in order to complete the Cyber Lane portion of the project; and

**WHEREAS**, an Application for Condemnation affecting a portion of JKC’s property was filed by the City on September 30, 2019. The Application for Condemnation sought a temporary easement for a portion of JKC’s property, which is legally described as: That part of Lot No. 22 in “Cedar Falls Technology Park Phase 11” in the City of Cedar Falls, Black Hawk County, Iowa, described as follows: Beginning at the Southwest corner of said Lot No. 22; thence along the West line of said Lot No. 22 North  $00^{\circ}01\frac{3}{4}'$  East a distance of 274.0 feet; thence along the Westerly line of said Lot No. 22 Northerly 96.54 feet along a curve concave Easterly having a radius of 367.00 feet, a central angle of  $15^{\circ}04\frac{1}{4}'$  and a long chord of North  $07^{\circ}33\frac{3}{4}'$  East 96.25 feet; thence along said Westerly line North  $15^{\circ}06'$  East a distance of 83.65 feet; thence along the Northwesterly line of said Lot No. 22 Northeasterly 60.44 feet along a curve concave Southerly having a radius of 55.00 feet, a central angle of  $62^{\circ}57'52''$  and a long chord of North  $46^{\circ}34'50''$  East 57.45 feet; thence South  $15^{\circ}06'$  West a distance of 143.94 feet; thence South  $08^{\circ}14'21''$  East a distance of 171.30 feet; thence South  $03^{\circ}03'12''$  West a distance of 181.43 feet to the South line of said Lot No. 22; thence along side South line North  $89^{\circ}58\frac{1}{4}'$  West a distance of 53.70 feet to the point of beginning. Contains 23,045 square feet. The West line of said Lot No. 22 is assumed to bear North  $00^{\circ}01\frac{3}{4}'$  East for this description (the “Condemned Property Interest”). The Chief Judge of the First Judicial District appointed Black Hawk County compensation commissioners to assign the value of the acquisition; and

**WHEREAS**, on November 22, 2019, JKC filed a petition in district court challenging eminent domain authority of the City, which is currently on file as Black Hawk County Case No. EQCV138971 (“the Lawsuit”); and

**WHEREAS**, on June 16, 2020, the appointed Black Hawk County compensation commission met and awarded JKC \$27,000 for the property interests the City requires for its public purpose and \$3,000 in attorneys' fees ("Condemnation Award"); and

**WHEREAS**, the deadline for appeal of the condemnation award was extended by Court order to August 17, 2020; and

**WHEREAS**, the Parties desire to settle all matters arising out of the Parties' disputes.

**NOW, THEREFORE**, for and in consideration of the mutual releases, covenants, and undertakings hereinafter set forth, and for other valuable consideration, which each party acknowledges, it is agreed as follows:

**1. PAYMENT.** In exchange for the promises and releases made herein and subject to City Council approval, the City shall pay the sum of Forty-Five Thousand Dollars and No Cents (\$45,000), which is to be paid as followed:

- A check in the amount of Fifteen Thousand and No Cents (\$15,000) will be issued within 30 days of approval by the Cedar Falls City Council to JKC, LLC.
- Two separate checks in the amount of Twenty-Seven Thousand Dollars (\$27,000) and Three Thousand Dollars (\$3,000), which have already been issued by the City and are on deposit with the Black Hawk County Sheriff. JKC will accept these two checks in full satisfaction of the remainder of the amount City is obligated to pay under this paragraph of the Agreement.

**2. VALID CONSIDERATION.** With the exception of the payments issued pursuant to the Condemnation Award, JKC expressly agrees and acknowledges that the payments described above are not payments to which JKC or its agents are otherwise entitled. Except as stated above in Paragraph 1 of this Agreement, JKC shall not be entitled to any compensation, remuneration, benefits, or other payments from the City.

**3. DISMISSAL AND WAIVER OF APPEAL.** In exchange for the receipt of the payment provided to JKC pursuant to Paragraph 1, JKC will take the steps necessary to dismiss the Lawsuit, with prejudice, within ten (10) business days of JKC's receipt of such payments. The Parties each agree to waive their respective rights to appeal the Condemnation Award and accept said award as the final judgment on compensation and attorneys' fees associated with the City's acquisition of the necessary property interests identified in the City's Application.

**4. TAXES.** JKC is not relying on any information provided by the City, its employees, or its attorneys concerning the tax consequences of payments made under this Agreement. JKC acknowledges and agrees that JKC is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which may, at any time, be found to be due upon or as a result of any amount that is paid by the City under this Agreement. JKC agrees to indemnify, defend, and hold the City harmless from any claim or liability asserted

against the City for any taxes and related penalties or interest, relating to the manner in which payments of the payments under Paragraph 1 are allocated and paid under this Agreement

**5. LIABILITY NOT ADMITTED.** The Parties agree and acknowledge that this Agreement is the result of a compromise and shall never be construed as an admission by either Party of any liability, wrongdoing, or responsibility on its part or on the part of its predecessors, successors, assigns, agents, representatives, parents, subsidiaries, affiliates, officers, directors, or employees. The Parties expressly deny any such liability, wrongdoing, or responsibility and the City affirmatively continues to contend it has eminent domain authority to acquire a temporary easement in the Property. It is expressly understood and agreed that neither Party shall be deemed to be a "prevailing party" for the purposes of any fee-shifting statute, rule, or agreement.

**6. RELEASE OF ALL CLAIMS.** The Parties, and both of their respective agents, employees, representatives, successors, and assigns, hereby release and forever discharge each other, its elected representatives, members, directors, officers, executives, employees, insurers, predecessors and/or successors in interest, attorneys, agents, heirs, successors and assignees, past or present ("Released Parties"), of and from any and all matters, claims, complaints, charges, demands, damages, causes of action, debts, liabilities, controversies, judgments, and suits of every kind and nature whatsoever arising out of the Cyber Lane Project or related to the Condemned Property Interest which are known or reasonably known as of the date of this Agreement, including but not limited to, the exercise of eminent domain authority, the condemnation of property interests held by JKC, and any and all statutory authority to acquire land to complete paving of Cyber Lane. If either Party violates this Agreement by suing the other Party for any reason for which suit is precluded by this Agreement, the breaching Party agrees to pay all costs and expenses incurred by the other Party in defending such a lawsuit, including reasonable attorneys' fees as described in Paragraph 7 of this Agreement.

**7. ATTORNEYS' FEES AND COSTS.** The Parties agree that their execution of this Agreement resolves all claims by either party against the other for attorney's fees and expenses related to any claim released herein. JKC shall be responsible for court costs associated with the Lawsuit. The City shall pay the Sheriff's fees and condemnation costs. In the event of any legal action for breach or to enforce the terms of this Agreement, the losing party shall reimburse the prevailing party for all reasonable attorney fees and all litigation costs and expenses that the prevailing party incurred in enforcing their rights hereunder.

**8. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement, written and oral, of the Parties hereto, and it supersedes and replaces all prior negotiations, proposed agreements, understandings, representations, and agreements, written or oral. No Party hereto is relying on any statement or representation of any other Party hereto except those expressly set forth herein.

**9. BINDING ON SUCCESSORS.** This Agreement inures to the benefit of, and is binding on, the Parties and their respective heirs, personal representatives, successors, and assigns.

**10. WARRANTY OF NO ASSIGNMENT.** JKC warrants and represents that it has neither made nor suffered to be made any assignment or transfer of any right, claim, demand, or

cause of action covered by the release in this Agreement and that it is the sole and absolute owner thereof.

**11. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. Scanned or faxed copies of signatures shall be the equivalent of originals.

**12. CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa.

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

**14. JOINTLY DRAFTED.** Because the Parties have had a full opportunity to consider this Agreement and negotiate its terms, this Agreement is deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any Party as the primary drafter of the Agreement.

**15. AMENDMENT AND MODIFICATION.** This Agreement may not be amended, modified, or terminated, nor may any obligation under it be waived, orally. No amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing and signed by the Party against whom enforcement is sought.

**16. NON-WAIVER.** No delay or failure by any Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**17. APPROVAL OF CITY COUNCIL.** This Agreement is expressly conditional upon the approval of the Cedar Falls City Council. This Agreement is of no force and effect unless and until such approval by formal action of the City Council occurs.

**IN WITNESS WHEREOF,** the Parties have fully executed this Agreement as of the date of the last signature below.



**CITY OF CEDAR FALLS, IOWA:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**JKC INVESTMENTS, LLC:**

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

Name: DAN LEVI \_\_\_\_\_

Title: PRESIDENT \_\_\_\_\_

Date: 8.13.2020 \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

01756461-1\10283-175



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** July 30, 2020  
**SUBJECT:** Property Assessments

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

Mary Swatosh  
1227 W. 22<sup>nd</sup> Street  
Cedar Falls, IA 50613

\$166.11 June 2020  
0.00 2020 (fees)  
\$166.11 Total owed

Property address: 1227 W. 22<sup>nd</sup> St., CF  
Parcel #8914-14-427-008

Additional Contact:

Kevin Price  
Mokri Vanis & Jones, LLP  
4100 Newport Place Drive, Suite 840  
Newport Beach, CA 92660  
[kprice@mvljlp.com](mailto:kprice@mvljlp.com)

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

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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

MARY SWATOSH

---

TO THE ABOVE-NAMED PERSON(S):                    Mary Swatosh

PROPERTY DESCRIPTION:                            1227 West 22<sup>nd</sup> Street, Cedar Falls, Iowa  
Black Hawk County Parcel #8914-14-427-008

LEGAL DESCRIPTION OF PROPERTY:             Arthur P Cottons Addition, Lot 16,  
Cedar Falls, Black Hawk County, Iowa.


YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow overgrown vegetation on the property located at 1227 West 22<sup>nd</sup> Street pursuant to City of Cedar Falls Ordinance Section 17-247. This matter is currently set on the Cedar Falls City Council agenda for **September 8, 2020**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

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

Enclosures.

**Exhibit "A"**

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

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

**RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 1227 WEST 22<sup>ND</sup> STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-14-427-008**

WHEREAS, it was determined that the property located at 1227 West 22<sup>nd</sup> Street, being legally described as Arthur P Cottons Addition, Lot 16, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-427-008, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1227 West 22<sup>nd</sup> Street (Parcel ID 8914-14-427-008) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$166.11, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$42.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Arthur P Cottons Addition, Lot 16, Cedar Falls, Black Hawk County, Iowa,  
Parcel ID 8914-14-427-008

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

PASSED AND ADOPTED this 8<sup>th</sup> day of September, 2020.

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

ATTEST:

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



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

July 1, 2020

Mary Swatosh  
1227 W. 22nd Street  
Cedar Falls, IA 50613

Dear Mary Swatosh,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 6/3/20 for \$166.11, as well as late fees of \$0.00 for a total amount due of \$166.11. **If no payment is received by July 15, 2020 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

Item 16.

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

(319) 273-8600

TO: MARY SWATOSH  
 1227 W. 22ND STREET  
 CEDAR FALLS, IA 50613

INVOICE NO: 36757  
 DATE: 6/04/20

CUSTOMER NO: 5474/5474

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 06/03/20 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#16108 CODE ENFORCEMENT	166.11	166.11
			\$118.75
			\$47.36

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

TOTAL DUE: \$166.11

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/04/20 DUE DATE: 7/06/20 NAME: SWATOSH, MARY  
 CUSTOMER NO: 5474/5474 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36757  
 TERMS: NET 30 DAYS

AMOUNT: \$166































DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** July 30, 2020  
**SUBJECT:** Property Assessments

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

Ruth Walker  
2208 Coventry Lane  
Cedar Falls, IA 50613

\$166.11 May 2020  
0.00 2020 (fees)  
\$166.11 Total owed

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

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

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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

RUTH WALKER

---

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

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

LEGAL DESCRIPTION OF PROPERTY: Hearthside Addition, Lot 167, Cedar  
Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow overgrown vegetation on the property located at 2208 Coventry Lane pursuant to City of Cedar Falls Ordinance Section 17-247. This matter is currently set on the Cedar Falls City Council agenda for **September 8, 2020**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



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

Enclosures.

**Exhibit "A"**

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

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

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

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

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

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$166.11, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$42.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Hearthside Addition, Lot 167, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-354-008

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

PASSED AND ADOPTED this 8<sup>th</sup> day of September, 2020.

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

ATTEST:

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



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

(319) 273-8600

DATE: 6/30/20

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

CUSTOMER NO: 4118/4118

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	8/30/19	BEGINNING BALANCE			450.97
INMSC	10/31/19	**** Collection **** WALKER, RUTH			166.11-
PMISC	10/31/19	**** Collection **** WALKER, RUTH			284.86-
CEMOW	6/04/20	MOWED LAWN ON: 05/29/20 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#16105 CODE ENFORCEMENT	36758	7/06/20	166.11 \$118.75 \$47.36

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
166.11			

DUE DATE: 7/30/20

PAYMENT DUE: 166.11  
TOTAL DUE: \$166.11

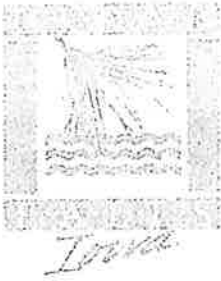
PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/30/20 DUE DATE: 7/30/20  
CUSTOMER NO: 4118/4118

NAME: WALKER, RUTH  
TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$166.11



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

July 1, 2020

Ruth Walker  
2208 Coventry Lane  
Cedar Falls, IA 50613

Dear Ruth Walker,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 5/29/20 for \$166.11, as well as late fees of \$0.00 for a total amount due of \$166.11. **If no payment is received by July 15, 2020 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

Item 17.

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

(319) 273-8600

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

INVOICE NO: 36758  
DATE: 6/04/20

CUSTOMER NO: 4118/4118

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 05/29/20 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#16105 CODE ENFORCEMENT	166.11	166.11
			\$118.75
			\$47.36

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

TOTAL DUE: \$166.11

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/04/20 DUE DATE: 7/06/20 NAME: WALKER, RUTH  
CUSTOMER NO: 4118/4118 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36758  
TERMS: NET 30 DAYS

AMOUNT: \$166



































DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**  
 Information Systems Division

**TO:** Mayor Rob Green and City Council Members  
**FROM:** Julie Sorensen, Information Systems Manager  
**DATE:** September 3, 2020  
**SUBJECT:** Purchase of New Document Management Software

Optiview, our current document management software, has been sunset and will no longer have updates made to the software. Its parent company is requiring that we migrate to their newer document management product, Filebound. They proposed a migration plan that included charges for the migration. We decided to look at other options if we were being forced to migrate out of our old system.

We created an RFP and sent it out to vendors and published it on our website on May 13. We had nine different RFP's returned from eight different vendors. We held demos for the three vendors that scored the highest with our scoring matrix.

Below you will find the 1 year and 5 year purchase costs for the top three vendors:

Vendor	1 year purchase and migration 5 year purchase and ongoing support and maintenance
LaserFische/Gordon Flesch	\$41100 \$84708
Filebound/Upland Software	\$60953.60 \$161168
Therefore/Infomax	\$121800 \$176700

We recommend approving the purchase of a subscription to Laserfische software, including an additional estimated \$20,000 expenditure for migration. We are still investigating whether additional migration costs are needed, I have included the estimated migration costs into the purchase costs listed above to be fair in comparison with Filebound which included migration costs. If any additional service agreement is needed for the migration we will present at a future council meeting. Gordon Flesh has provided a service agreement and statement of work. I've included both for your reference. Both have been reviewed by the city attorney, Kevin Rogers.

If you have any questions or concerns regarding this purchase, please feel free to contact me at 268-5111.



# MANAGED CONTENT LICENSING AND SERVICES AGREEMENT

BILLING INFORMATION			
<b>Client</b>	City of Cedar Falls, Iowa	<b>Date</b>	08-12-2020
<b>Project Name</b>	Laserfiche Document Management System		
<b>Billing Contact</b>	Julie Sorensen		
<b>Billing Address</b>	220 Clay Street, Cedar Falls, Iowa 50613		
<b>Billing Email</b>	Julie.sorensen@cedarfalls.com	<b>Phone</b>	(319) 273-8600
<b>Laserfiche Subscription Software Licensing<sup>1</sup></b>	<b>Qty.</b>	<b>One-Time Fees</b>	<b>Annual Fees<sup>2</sup></b>
• Full Users - \$540/year each	10		\$5,400
• Participant Users - \$68/year each	60		\$4,080
<b>GFC Professional Services</b>		<b>One-Time Fees</b>	<b>Annual Fees</b>
As detailed in accompanying Statement of Work <sup>1</sup> Not to exceed cost; client will be billed actual hours used if less.		\$13,100 <sup>1</sup>	
Block of 50 hours – can be used for all GFC services; hours expire 12 months from date of final project billing.		\$8,000	
<b>GFC Support Services</b>		<b>One-Time Fees</b>	<b>Annual Fees</b>
GFC Silver Support Plan • Unlimited Help Desk Support- 8:30 – 5:30 CST regular business days. • Software upgrades including professional services. • Access to online Laserfiche Training and Learning resources			\$1,422
	<b>Total Project Costs</b>	\$21,100	\$10,902

<sup>1</sup> Software licenses are provided under the terms and conditions of the Laserfiche End User License Agreement provided as Attachment 1 to this document.

<sup>2</sup>Software license prices are valid for thirty days.

## Agreement and Billing Terms

- The term of agreement is 12 months, beginning on date the software licenses are ordered. During the term of the agreement current Laserfiche license fees are valid for term of the agreement, including any additions.
- Initial year annual fees are billed as part of the project; subsequent year annual fees are billed in advance on the annual license renewal date.
- Agreement renews automatically unless client requests cancellation in writing ahead of service renewal date.
- GFC will invoice client for 50% of total project costs above, which is the sum of one-time fees and one year of annual fees, upon receipt of signed agreement; the remaining project costs, including any Change Orders that may be agreed to, will be invoiced upon delivery of Training.

## GFC SUPPORT PLAN SERVICES

The GFC support plan services our outlined in Attachment 2 to this document.

## ACCEPTANCE OF SERVICES AGREEMENT

The signatures below indicate acceptance of terms of this agreement by the client.

\_\_\_\_\_  
Client Authorized Signature

\_\_\_\_\_  
Client Authorized Printed Name

\_\_\_\_\_  
Date



## ATTACHMENT 1

### LASERFICHE END USER LICENSE AGREEMENT

This Laserfiche End User License Agreement (“EULA”) is between you and Compulink Management Center, Inc. dba Laserfiche or its affiliates (“Laserfiche,” “Licensor,” “we,” “our,” and “us”) and governs your use of the accompanying Laserfiche software, which includes updates or upgrades, if any, provided by us for such software (collectively, “Laserfiche Software” or “Software”), and associated Documentation (as defined below) (the Software and Documentation together, the “Laserfiche Product”). “You” and “your” and “Licensee” means the individual, company or other legal entity licensing the Laserfiche Product under this EULA.

- 1. Acceptance of Terms. THIS IS A LEGAL AGREEMENT THAT APPLIES TO ALL LASERFICHE PRODUCTS LICENSED ON AN ON-PREMISES BASIS. THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER IN SECTION 18.8. BY DOWNLOADING, INSTALLING, COPYING, ACCESSING OR UTILIZING THE LASERFICHE SOFTWARE (“USE”), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU ARE ACCEPTING THIS EULA ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THIS EULA.**

**IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA OR DO NOT HAVE THE NECESSARY AUTHORITY, DO NOT USE THE LASERFICHE PRODUCT. PROMPTLY RETURN THE LASERFICHE PRODUCT TO THE PARTY FROM WHOM IT WAS OBTAINED. IF THE SOFTWARE OR ANY DOCUMENTATION WAS DOWNLOADED, DESTROY ALL COPIES OF THE SOFTWARE AND DOCUMENTATION.**

- 2. License**

**2.1 Grant of License.** For good and valuable consideration, Licensor grants you a limited, non-exclusive, non-transferable license to Use such Software, solely in executable code, in accordance with the Documentation, and Use a reasonable number of copies of the Documentation, in each case subject to the terms and conditions of this EULA and the License Requisition (the “License”). The Laserfiche Product is owned by Laserfiche and is copyrighted and licensed, NOT SOLD.

- **“License Requisition”** means our invoice, our written acceptance of an Order, or other written acceptance by us of an agreement, by which you acquire the License, which invoice, Order, or agreement, lists the specific Software product and component licenses that you purchase. The License Requisition may limit the scope of the License being granted or grant additional rights. For the avoidance of doubt, the reference hereinabove to, “Order, or other written acceptance by us of an agreement, by which you acquire the License, which invoice, Order, or agreement, lists the specific Software product and component licenses that you purchase”, does not include, and our acceptance of any Order or any other agreement by which you acquire the License does not constitute our acceptance of, any agreement between you and Laserfiche’s authorized reseller or distributor.
- **“Documentation”** means getting started guides, user guides, product help, product sheets, quick reference guides, articles, white papers, and other technical and operations manuals and specifications published by Laserfiche for the Software.
- **“Order”** means an order, purchase order, or similar document that is submitted to us by you or a Laserfiche authorized reseller or distributor on your behalf, which specifies the particular Software products and components that you intend to license, and which shall not bind us unless (a) such document incorporates the terms and conditions of this EULA and (b) is accepted by us. Acceptance of any Order by us for licensing Software is made only on the express condition that the terms and conditions of this EULA shall govern. Our failure to object to provisions contained in any Order or communication from you will not be deemed a waiver of any provision herein. Any additional or different terms proposed by you in any Order or communication shall be deemed material, are objected to, and are hereby rejected unless specifically accepted in a signed writing by an authorized representative of Laserfiche. For the avoidance of doubt, your agreement, if any, with Laserfiche’s authorized reseller or distributor, shall not constitute an Order.



- 2.2 **License Scope.** Laserfiche Software may include, without limitation: (a) "**Server Software**" that provides document management services to other programs; (b) "**Client Software**" that allows a computer or workstation to access or utilize the services functionality provided by the Server Software; (c) "**Stand-alone Software**" that operates on a single computer; (d) "**Demonstration Software**" that is provided only for demonstration, testing and feedback purposes; (e) "**Distributed Computing Cluster Software**" that allows distribution of processing work for certain Laserfiche application tasks onto other machines; and/or (f) "**Plug-in Software Modules**" that can be added to the previously mentioned types of software. Specific additional terms that accompany a software development kit or the Software designated for "**application service provider**" purposes will also apply to you. Your Use of the Laserfiche Product shall be subject to the Usage Limitations described in Section 6. In addition, you agree to the restrictions set forth in Section 5 below.
3. **Evaluation License.** If the Laserfiche Software is furnished to you for evaluation purposes or other limited, temporary use as authorized by us ("**Evaluation Product**"), your Use of the Evaluation Product is only permitted: (a) for the period limited by the license key or otherwise stated by us in writing ("**Evaluation Period**"), and (b) by your employees, contractors, and consultants for no purposes other than demonstration of the capabilities of the Software to prospective licensees or evaluation and testing of the Software for suitability. No Evaluation Product may be used in a production environment. An Evaluation Product is licensed "AS-IS" without support or warranty (including any warranty provided in Section 12.1) of any kind, expressed or implied. Laserfiche does not assume any liability arising from any use of the Evaluation Product. You may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from us. Your receipt of the Evaluation Product does not constitute a license to use (other than as permitted in this Section), sell, distribute, or commercialize the Evaluation Product. No compensation will be paid to you for any use of the Evaluation Product. You authorize Laserfiche and its affiliates and sublicensees to use, in any manner (including in any products or services) and without any duty of accounting or other obligation whatsoever, any feedback or ideas you provide to us in connection with your use of the Evaluation Product. In addition to the restrictions set forth in Section 5, you shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the Evaluation Product that causes the Evaluation Product to cease functioning upon the expiration of the Evaluation Period. With respect to Evaluation Products, except to the extent this Section modifies this EULA, all other provisions stand and remain unaltered. This Section shall apply only with respect to Evaluation Products.
4. **Ownership.** We retain all rights to ownership of all intellectual property rights in and to the Software and Documentation, including copies, improvements, enhancements, derivative works and modifications. No other rights with respect to the Laserfiche Product or any related intellectual property rights are granted except as explicitly stated in this EULA and the applicable License Requisition. No implied licenses are granted by us.
5. **License Restrictions.** Unless expressly authorized by Laserfiche in writing, you will not and you will not allow any third party to: (a) unbundle, transfer, sublicense, or assign your rights under this License to any other person or entity; (b) modify, adapt or create derivative works of the Software or Documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 16 below; (d) make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, timeshare, cloud service, hosted service, or other similar basis unless expressly authorized by Laserfiche in writing, such as for read-only access by public users who utilize an authorized read-only Public Portal connection; (e) Multiplex (as defined herein below) the Software; (f) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software or Documentation; (g) directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche or its suppliers; or (h) conduct any benchmark tests of the Software or disclose to a third party the results of any benchmark test of the Software. Neither Laserfiche nor any of its suppliers are obligated to provide any services (including any updates or upgrades to the Laserfiche Product) under this Agreement. To "**Multiplex**" the Software occurs when you utilize hardware, software, an automated process, or other technical means: (1) to pool connections, reroute information, or reduce the number of devices or users that directly access or use the Software; or (2) to permit access to more user connections than you have purchased; or (3) to



automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user connections you require, or avoiding the purchase of additional named user connections.

6. **Usage Limitations.** Your Use of the Software is subject to the usage limitations described at <https://www.laserfiche.com/eula/usage6.6.2018> and set forth in the License Requisition (each, a “Usage Limitation”).
7. **Subscription Software**
  - 7.1 **Subscription License.** A subscription license to on-premises Laserfiche Software allows you to Use such Software on a subscription basis (a “**Subscription**”, and such license, a “**Subscription License**”). If you purchase a Subscription License, subject to your compliance with the terms and conditions of this EULA, you may Use the Software covered by the Subscription (the “**Subscription Software**”) for the term of the Subscription set forth in your License Requisition until the Subscription expires or is otherwise terminated. After the Subscription expires or is terminated, the Subscription Software will stop functioning entirely, and your rights to Use the Subscription Software will terminate.
  - 7.2 **Renewal of Subscription Term.** Unless otherwise terminated according to the terms of this EULA, the Subscription will automatically renew for the term set forth in your invoice, unless (i) you fail to pay the renewal Subscription fee as invoiced to you by us or (ii) you give Laserfiche written notice of your intention not to renew the Subscription at least 45 days before the end of the then-current Subscription term. The renewal Subscription fee is due before the start of the renewal term. If you do not notify us at least 45 days before the end of the then-current Subscription term that you do not intend to renew the Subscription, you will owe Laserfiche the renewal Subscription fee.
  - 7.3 **Modification of Fees upon Renewal.** We may modify the Subscription fee by notifying you at least 90 days before the end of the then-current Subscription term. The Subscription fee increase will take effect upon the start of the next Subscription term.
  - 7.4 **Consequences of Non-Payment.** If you fail to make full payment of the Subscription fee and any outstanding balance remains unpaid 30 days after the due date, the Subscription Software will automatically stop functioning entirely. You must make full payment of the Subscription fee before the Subscription Software will resume functioning.
  - 7.5 **Updates and Support.** The Subscription includes Software updates, access to online support resources, and Basic or Premium support as described in the Laserfiche Software Assurance Plan (“**LSAP**”) during the term of the Subscription.
8. **Third Party Open Source Software.** Certain items of independent, third-party code may be included in the Laserfiche Software that are subject to open source licenses (“**Open Source Software**”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.
9. **Confidentiality and Other Restrictions**
  - 9.1 **Confidentiality Restrictions.** “**Laserfiche Confidential Information**” means: (a) the Laserfiche Software and Documentation; (b) Laserfiche’s source code, application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to Laserfiche’s business, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that we are obligated to keep confidential by agreement or by law; (e) the nature, content and existence of any agreements, discussions or negotiations between you and us, or our software resellers; (f) any information that is designated by Laserfiche as “confidential” or “proprietary” or with a similar legend; and (g) any other information that given the nature of the information or circumstances surrounding its disclosure by us to you, reasonably should be understood to be confidential. Laserfiche Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this EULA or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known by you when it received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by you without reference to the Laserfiche Confidential Information.





- 9.2 **Additional Restrictions.** You agree that, during the term of this EULA and after any termination or expiration of this EULA, you will not directly or indirectly, alone or in conjunction with any other person or company: (a) attempt to write or develop software in an effort to discover, copy or recreate the source code or any trade secrets contained or embodied in the source code of the Software; or (b) utilize the Software, Documentation, or Laserfiche Confidential Information, either directly or indirectly, to sell, market, develop or distribute any software product that competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing, developing or distributing any software product that competes with the Software; or (d) publish the Software for others to copy or use; or (e) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product that competes with the Software; or (f) seek to discover or use our trade secrets or Laserfiche Confidential Information by reverse engineering, decompiling, disassembling, copying or any other technique, except as provided in Section 16 below.
10. **Term and Termination.** This EULA will remain effective until the expiration of the applicable license or Subscription term as set forth in your License Requisition, unless terminated earlier in accordance with this EULA. You may terminate the EULA at any time by returning or destroying all versions and copies of the Software and the Documentation in your possession or control. This EULA will immediately terminate if you breach any of its terms or conditions, or if you fail to pay any portion of the applicable license or Subscription fees and you fail to cure that payment breach within 30 days of receipt of a written notice from us. Upon termination of this EULA, you must immediately cease all use of the Software and the Documentation and return to Laserfiche or destroy all versions and copies of the Software and the Documentation in your possession or control. You must remove and uninstall all Software programs and Documentation from all hard drives and other devices on which the Software or the Documentation may be found. The termination or expiration of this EULA will not terminate your obligations under this EULA, nor will it (i) release you from the obligation to pay any monies that you may owe Laserfiche; (ii) operate to discharge any liability that you incur before such termination or expiration; or (iii) waive any obligation which is intended to survive such termination or expiration. The rights and obligations of a party which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this EULA including, without limitation, the following Sections: 1 (Acceptance of Terms), 4 (Ownership), 5 (License Restrictions), 8 (Third Party Software), 9 (Confidentiality and Other Restrictions), 10 (Term and Termination), 11 (Indemnification), 12.2 (Exclusions), 12.3 (Disclaimer), 13 (Limitation of Liability), 14 (Application of Limitations and Disclaimers to Consumers), 15 (Basis of Bargain), 17 (Audit Rights), and 18 (Miscellaneous).
11. **Indemnification.** YOU HAVE SOLE AND EXCLUSIVE RESPONSIBILITY FOR BACKING-UP YOUR DATA OR CONTENT OR THIRD-PARTY DATA OR CONTENT IN YOUR HARD DRIVE, SYSTEM, STORAGE OR DEVICE (collectively, “Your Data”) WHETHER OR NOT THE SOFTWARE INTERACTS WITH YOUR DATA. LASERFICHE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA OR CONTENT. You hereby agree to indemnify, defend and hold harmless Laserfiche, its affiliates and authorized resellers, and each of Laserfiche’s, its affiliates’ and authorized resellers’ employees, officers, directors, shareholders, and agents (each, an “Indemnified Party”), from and against all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney’s fees) arising from or relating to: (i) Your Data, including any loss of Your Data for any reason whatsoever, (ii) your actions, misuse of the Software, non-compliance with this EULA, or failure to operate the Software in accordance with this EULA; (iii) your use of the Software including, without limitation, in violation of any applicable laws.
12. **Limited Warranty; Exclusions; Disclaimer**
- 12.1 **Limited Warranty.** THE SOFTWARE IS WARRANTED SOLELY TO YOU, THE ORIGINAL LICENSEE, THAT, FOR A PERIOD OF 3 MONTHS FROM THE DATE THE SOFTWARE IS MADE AVAILABLE TO YOU (“Warranty Period”), IT SHALL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION WHEN USED IN ACCORDANCE WITH THIS EULA. At its own expense and as its sole obligation and your exclusive remedy for any breach of this warranty, Laserfiche will: (a) at Laserfiche’s option, correct any reproducible errors in such nonconforming Software so that it conforms to the foregoing warranty or replace such nonconforming Software with Software that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are not commercially reasonable, as determined in Laserfiche's sole discretion, Laserfiche will refund to you the fees paid to Laserfiche for such non-conforming Software, in which case your right to use such Software will terminate. Any error correction provided to you will



not extend the original Warranty Period.

12.2 Exclusions. Notwithstanding anything in this EULA, Laserfiche will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (a) combination of the Software with products, equipment, software, or data not supplied by Laserfiche; (b) any use based on unauthorized distribution or sale of the Laserfiche Product; (c) any use of the Laserfiche Product other than in accordance with this EULA; (d) any modification of the Laserfiche Product by anyone other than Laserfiche or contractors authorized in writing by Laserfiche; (e) any Laserfiche Product rendered defective or non-conforming, in whole or in part, due to: (i) abnormal physical or electrical stress, abnormal environmental conditions, neglect, misuse, accident, fire or other hazard, (ii) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than Laserfiche or contractors authorized in writing by Laserfiche, (iii) failure to continually provide a suitable installation or operation environment, or (iv) any other cause beyond the range of normal use of such Laserfiche Product; or (v) any Evaluation Product.

12.3 Disclaimer. EXCEPT AS SET FORTH IN SECTION 12.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS AND EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, TITLE, NONINFRINGEMENT, INTEGRATION, ACCURACY, AND COMPLETENESS. LASERFICHE DOES NOT WARRANT OR GUARANTEE THAT (A) THE LASERFICHE PRODUCT WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OR BE COMPATIBLE OR (B) THAT THE LASERFICHE PRODUCT WILL OPERATE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.

### 13. LIMITATION OF LIABILITY

13.1 EXCLUSION OF CERTAIN TYPES OF DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "**REPRESENTATIVES**") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS REVENUES, GOODWILL, INFORMATION OR DATA, COSTS OF RECREATING LOST OR CORRUPTED INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATED TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, DELIVERY OF SUPPORT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES.

13.2 LIMITATIONS ON DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY AND ALL DAMAGES SUFFERED BY YOU, ANY USER, AND ANYONE ELSE, FOR WHICH LASERFICHE OR ITS REPRESENTATIVES ARE LIABLE, WHETHER ARISING FROM OR RELATING TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE STRICTLY LIMITED TO THE DOLLAR AMOUNT THAT YOU ACTUALLY PAID FOR THE DEFECTIVE SOFTWARE COMPONENT WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LASERFICHE RECEIVES NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT. NO CLAIM OR SUIT MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, MORE THAN 1 YEAR AFTER YOU FIRST DISCOVERED OR SHOULD HAVE DISCOVERED ANY OF THE FACTS THAT GAVE RISE TO THE CLAIM OR SUIT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THIS LIMITATION APPLIES EVEN IF THE DAMAGES AVAILABLE TO YOU OR ANY OTHER CLAIMANT DO NOT FULLY COMPENSATE THEM FOR ANY OR ALL OF THEIR LOSSES OR LASERFICHE WAS ADVISED, KNEW OR SHOULD HAVE KNOWN, ABOUT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.



- 14. Application of Limitations and Disclaimers to Consumers.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in Sections 12.3 and 13 above may not apply to you if you are a consumer. The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer. If you are a consumer, the limitations or exclusions of warranties and remedies contained in this Agreement shall apply to you only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where you are located.
- 15. Basis of Bargain.** The warranty disclaimer in Section 12.3 and limitation of liability set forth in Section 13 are fundamental elements of the basis of the agreement between Laserfiche and you. Laserfiche would not be able to provide the Laserfiche Product on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Laserfiche's Representatives.
- 16. Interoperability.** To the extent required by applicable law, Laserfiche shall provide you with the interface information needed to achieve interoperability between the Software and another independently created program. Laserfiche will provide this interface information at your written request after you pay Laserfiche's licensing fees. You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Laserfiche makes such information available.
- 17. Audit Rights.** During the term of this EULA and for 1 year thereafter, you agree that we or our designated agent may inspect and audit the use of the Laserfiche Product licensed by you, including inspecting and auditing your and your affiliates', and each of your and your affiliates' contractors', facilities, systems, and records, to verify compliance with this EULA. Any such inspection and audit will take place only during your and your affiliates' normal business hours and upon no less than 10 days prior written notice to you. Laserfiche will give you written notice of any non-compliance, including any underpayment of fees, and you will have 15 days from the date of such notice to make payment to Laserfiche for such underpayment. If the shortfall in the amount payable by you exceeds 5% of the total amount that would otherwise be payable by you, you will also pay us for the cost of such inspection and audit. You will promptly pay us for any amounts shown by such audit to be due and owing to us plus interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is lower, from the due date until paid. You agree to take reasonable steps to maintain complete and accurate records of the use of the Laserfiche Product sufficient to verify compliance with this EULA.
- 18. Miscellaneous**
- 18.1 Waiver; Severability.** The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this EULA is for any reason held unenforceable or invalid, then this EULA will be construed as if such provision were not contained in this EULA. No course of performance, course of dealing, or usage of trade will override the written terms of this EULA.
- 18.2 Entire Agreement and Order of Precedence.** This EULA is the entire agreement between you and us regarding your use of the Laserfiche Product and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the License Requisition and (2) this EULA. Any agreement between you and Laserfiche's authorized reseller or distributor: (a) does not modify the terms and conditions of this Agreement, the License Requisition, or any document comprising the License Requisition, and (b) does not create obligations for, or otherwise bind, Laserfiche.
- 18.3 Modifications to the EULA.** If you install a new version of the Software, or any update, modification, or upgrade of the Software, the EULA applicable to the new updated, modified or upgraded version of the Software will modify this EULA upon such installation, if or to the extent that the new EULA is different than this EULA. A revised version of the EULA will be available at [www.laserfiche.com/eula/home](http://www.laserfiche.com/eula/home). By continuing to use the Software after the effective date of any modifications to this EULA, you agree to be bound by the modified terms.
- 18.4 Limitation on Actions.** Any suit, claim, action or proceeding based on or related to this EULA, its terms, provisions or warranties, or arising out of its performance or breach, whether in contract or tort, must be instituted by you against us within 1 year after the occurrence of any 1 or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. You waive the benefit



- of any statute of limitations which specifies a period longer than 1 year for filing an action or proceeding.
- 18.5 U.S. Government End Users. Laserfiche Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are part of the US Government or are a contractor for the U.S. Government, you shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.
- 18.6 Export Restrictions. You acknowledge that Laserfiche Software and Documentation may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as end-user, end-use and destination restrictions issued by the U.S. government and the governments of other nations. You agree to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction.
- 18.7 Notices. Should you have any questions concerning this EULA, or if you desire to contact Laserfiche for any reason, please write to either: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A. or [notices@laserfiche.com](mailto:notices@laserfiche.com).
- 18.8 Governing Law, Arbitration, Jurisdiction and Venue. If you acquired Laserfiche Software in a country or territory listed below, this table identifies your Laserfiche “Licensor,” the law that governs the EULA and the specific arbitration venue that have exclusive jurisdiction over any claim arising under this EULA. Except as otherwise specified below, you and your Licensor agree to arbitrate any and all disputes in any way related to this EULA by final and binding arbitration as set forth below. You further waive the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This EULA will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All arbitration proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be 1. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorney’s fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this Addendum will be deemed to prevent Laserfiche/Licensor from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this EULA. The prevailing party in any suit will recover its reasonable attorney’s fees and costs, including expert costs, from the other party.
- Country or Territory: United States and its territories, Latin America (except Mexico), or the Caribbean  
 Licensor: **Compulink Management Center, Inc.**, 3545 Long Beach Blvd., Long Beach, CA 90807 USA  
 Governing Law: State of California, United States of America  
 Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.
- Country or Territory: Canada  
 Licensor: **Laserfiche Strategic Services Canada Corporation**, 306, 1 Valleybrook Drive, North York, Toronto, Ontario, M3B2S7 CANADA  
 Governing Law: State of California, United States of America  
 Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.
- Country or Territory: Mexico  
 Licensor: **Laserfiche Solutions Mexico, S. de R.L. De C.V.**, Av. Patria 2085, Piso Mezzanine, Colonia Puerta de Hierro, Zapopan, Jalisco, 45116 MEXICO  
 Governing Law: State of California, United States of America  
 Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.





Country or Territory: Asia and Australia

Licensor: **Laserfiche International Limited**, 2307, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG

Governing Law: Hong Kong

Arbitration: The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.

Country or Territory: United Kingdom, European Union, and Eastern Europe

Licensor: **Laserfiche UK Services Ltd**, Unit 15B, Building 6, Croxley Green Business Park, Hatters Lane, Watford WD18 8YH UNITED KINGDOM

Governing Law: Laws of England and Wales

Arbitration: The arbitration will be heard in London, United Kingdom at the London International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.

Country or Territory: All other countries or territories

Licensor: **Compulink Management Center, Inc.**, 3545 Long Beach Blvd., Long Beach, CA 90807 USA

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

- 18.9 Legal Effect. This EULA describes certain legal rights. You may have other rights under the laws of your state or country. This EULA does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
- 18.10 Assignment. Neither this EULA, nor the rights or obligations arising under this EULA, are assignable by you, and any such attempted assignment or transfer shall be void and without effect. We may assign or transfer this Agreement without your consent.
- 18.11 Construction. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" means "including but not limited to." You agree that this EULA will not be construed against Laserfiche by virtue of having drafted them. The official text of this EULA (and any License Requisition, Addendum, or notice submitted hereunder) will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langage anglaise seulement. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

\* \* \* \* \*

October 2018.





## ATTACHMENT 2

# LASERFICHE® SOFTWARE ASSURANCE & SUPPORT

GFCConsulting partners with Laserfiche® to ensure we safeguard your organization's most important asset—*your information*. Your **Laserfiche Software Assurance & Support** is key to your organization's enterprise content management solution. Your organization receives everything you need to properly and cost-effectively maintain your **Laserfiche** system:

- Rapid-response live technical support
- Latest hotfixes, updates and patches
- New releases & upgrades
- Online support resources
- Access to learning & training resources
- Business Process Optimization consulting

Whether you choose **Silver** or **Gold**, you will receive support and training that minimizes downtime and ensures you have every resource you need to meet the technical challenges and expand your **Laserfiche** infrastructure.

	Silver	Gold
Access to Technical Support Center (phone and email) from 7:30am to 4:30pm CST Monday-Friday	Unlimited	Unlimited
GFCG response time to initial support request	8 business hours	2 business hours
Access to all software upgrades including major releases	Yes	Yes
Access to Laserfiche online learning resources (Laserfiche Support, Answers, Solutions Exchange and over 100 training videos)	Yes	Yes
Scheduled Business Process Optimization review	Yes	Yes
Access to Laserfiche technical support via web chat (exclude Avante licensing)	Yes	Yes
Preferred pricing on Laserfiche educational programs (Regional Conference and Empower)	Yes	Yes
Client-hosted Systems: Annual upgrade of Laserfiche environment by GFCG.	Yes	Yes
Cloud SaaS Systems: Two hours training provided annually.	Yes	Yes

**GFCConsulting Group**  
A division of the Gordon Flesch Company

**Laserfiche®**  
GFCG25



# STATEMENT OF WORK

**Prepared for: City of Cedar Falls, Iowa**

**Laserfiche Implementation for City Records**

**August 11, 2020**



**COMMITTED TO HELPING BUSINESS RUN SMOOTHLY**

**GORDON FLESCH COMPANY, INC**



## PROJECT OVERVIEW

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### PROJECT SCOPE

1. Design Phase
  - a. Conduct requirements gathering process
  - b. Create final Statement of Work (SOW).
2. Installation and Configuration
  - a. Install/Configure Laserfiche 10.4.2 on server/s provided by client.
  - b. Configure up to five (5) document filing business processes:
  - c. Configure up to ten (10) full user accounts and sixty (60) participant user accounts.
  - d. Configure repository of up to 250 folders/sub-folders.
3. Training and User Acceptance Testing

### PROJECT ACCEPTANCE

- All items listed in the final Statement of Work Project Scope section have been completed

### PROJECT EXCLUSIONS

- This project does not include the correction of preexisting conditions whether or not discovered during the Design Phase or prior to project start. This includes, but is not limited to, computer/machine lockups, error messages, intermittent hardware or software failures, and/or poor performance.
- Installation of Laserfiche Windows Client or Laserfiche Connector for end users
- Access to Laserfiche software beyond that specified in accompanying License and Services agreement.
- Import of legacy images and associated data from current document management system.
- Anything not specifically detailed in this SOW

### PROJECT CONSTRAINTS

- No project constraints identified at this time

### PROJECT REQUIREMENTS OF CLIENT

- Review the System Requirements (Appendix B), and consult with GFC on the buildout of server/s
- Confirm all users that will have access to Laserfiche
- Finalize group security to be applied at the folder (record type) and subfolder (record subtype) levels
- Administration and Backup of the Laserfiche system
- Ensure Windows licenses are obtained by and licensed to Client to cover all servers recommended in this SOW.

### PROJECT ASSUMPTIONS

- GFC personnel will have remote access (with prior approval) to necessary resources for installation during normal business hours and will be notified in advance by Customer of any high security and/or hazardous areas. Access includes, but is not limited to, servers, domains, and workstations necessary for this project installation.
- Customer has performed complete backups on all systems prior to beginning work. GFC strongly recommends that all computer workstation and server data is backed up prior to GFC coming onsite to ensure Customer data integrity is not compromised during site visits or during installation of hardware, software, or updates to software.
- All of Customer's computer workstations and software are up-to-date and in good working condition. If any changes are made to a computer workstation or server after GFC makes the necessary adjustments, it is the Customer's





responsibility to make those adjustments again. These adjustments can be provided by GFC; however, if GFC provides such adjustments, those services will be billed to the Customer at GFC's then current hourly service rate (currently \$ 225.00/hour).

- The Customer's designated resources (as hereinafter defined) must be available to the GFC Business Analyst(s), Project Engineer(s) and/or its designated subcontractor(s) during the phases of the installation and training specified herein.
- Software installations often require(s) rebooting of Customer's servers. The Customer is prepared for these necessary reboots. If the reboots substantially interfere with Customer's business, the rebooting may be scheduled after business hours.
- The Customer's Project Coordinator (someone who has the authority to make decisions related to changes in the installation and training) must be available to GFC and/or its designated subcontractor(s) during all phases of the installation and training specified herein. GFC will obtain authorization to use subcontractors prior to utilization. Such authorization shall not be unreasonably withheld, delayed or conditioned.
- In the event work on the project is not be completed in accordance with the proposed schedule due to unavailability of the Customer's resources or due to an inability to perform required work (including but not limited to system reboots), additional labor costs may, at GFC's option, be billed to the customer at its current hourly onsite rate. The service rate on the date hereof is \$225.00 per hour. If the GFC Business Analysts, Project Engineer(s) and/or its designated subcontractor(s) will not be available for installation or training at the scheduled time, every reasonable effort will be made to provide the Customer with at least 24 hours prior notice and in any event GFC will provide Customer with at least 8 hours' notice for any rescheduled installation or training.
- All software supplied by the Customer for the project is properly licensed to the Customer and not in default under the terms of any such software licenses. All hardware supplied by the Customer for the project is in good working condition.
- Customer is responsible for creating, configuring, and maintaining back-ups of their Laserfiche solution server(s) and database(s). GFC will provide, at the customer's request, Laserfiche's documentation on best practices on backing-up the Laserfiche environment.

## SYSTEM REQUIREMENTS

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### SERVER HARDWARE REQUIREMENTS

Client is responsible for providing the server equipment pre-configured, in good working condition, and with the minimal system requirements outlined in Appendix B of this SOW. GFC requires that the installation of servers be completed and tested prior to the installation of Laserfiche.

### MFD/SCANNER HARDWARE REQUIREMENTS

Client will continue to use the currently connected MFD/scanner equipment provided by GFC.



# PROJECT DELIVERABLES

## PROJECT MANAGEMENT

The GFC project management methodology works with the Customer to plan and configure the desired design and implementation. The GFC Project Manager will work with all parties and resources to coordinate the numerous tasks to be completed during design and implementation. The project manager will assist with the definition of requirements, identification of tasks, manage issues, and schedule the implementation of products and/or services.

## NAMED USER ACCOUNTS AND SECURITY

The GFC Business Analyst and Project Engineer team will work with Client to define up to ten (10) full and sixty (60) participant users that will have access to the system. Once the users have been identified, A GFC Project Engineer will create the accounts within Laserfiche using Active Directory username and passwords.

## BUSINESS FUNCTIONAL REQUIREMENTS

Laserfiche software enables the following functionalities, though configuration of all is not part of this initial project scope.

Intake variety of content types from a variety of content sources (scanning, faxing, emailing, applications, bulk imports, etc.).
Index content upon arrival into content repository from a variety of sources.
Browse and search content based on meta data and text searches using Mac or PC.
Results of text search should show partial documents in the result and allow for cntrl-F functionality inside the document.
Wildcard searched must be allowed
Create and save user-defined search templates.
Link to content in repository via URLs for communication or distribution.
Must be able to logically if not physically separate all police documents from other documents, using the same instance of the software
Track content events (read, write, delete, etc.) and report for compliance and audit purposes.
Easily track paper copies of digitized content objects (e.g. receipts).
Perform cross-departmental automated processing and workflows.
Integration with MS Office and Outlook
Allow centralized governance, retention, and destruction policies for archived content at folder and document level.
Allow records managers to override or modify policies or schedules on case-by-case basis.
Generate disposition workflows.
Enact legal holds, fulfill eDiscovery requests, and produce defensible disposal audit trails (i.e. deleted content).



Create task-based ad hoc workflows.
Must have the capability to integrate with our existing software, by pulling up related documents based on information on a screen.
Integrate with existing software where based on information on screen the document management system knows what index to scan the document into.
Integrate with software to directly store content in document storage solution (bypassing need for F: Drive storage in certain cases).
Security available at the user and group of users
Security applied at document and folder levels

### FOLDER STRUCTURE

To be determined in the Design Phase, up to 250 folders or subfolders. Departments as outlined in the client RFP included:

- City council and boards and commissioner agenda, packets and minutes
- Police records
- Financials
- Human resources
- Licenses and permits
- Plats and plans

### METADATA MANAGEMENT

Based on information specified in the Design Phase, a GFC Project Engineer will create and configure up to ten (10) templates and up to eighty (80) corresponding fields, which will be used for entry naming/routing, search/retrieval, etc.

### BUSINESS PROCESSES

A GFC Project Engineer will configure five (5) business processes within Laserfiche, to be identified in the requirements gathering process of the Design Phase. Each workflow may utilize multiple Laserfiche modules. Additionally, some workflows will require further access to external applications or data sources.

### MFD/SCANNER CONFIGURATION

Requirements to be determined in Design Phase; up to twenty-one devices included.

### TRAINING

	Laserfiche Resources	Administrator Training	Power User Training	End User Training
<b>Level 3</b>	Included	2 Hours (Remote)	2 Hours onsite (includes Analyst)	2 Hours onsite 2 Hours Post-cutover onsite

### Laserfiche Resources

- Online Video Gallery
- Quick Start Guide
- Business Process Guide



- GFC will provide Client a training guide for each business process configured within the system. This training guide will provide users with information on logging into Laserfiche, processing documents through the system, and core system functionality. It will be given to power users prior to the User Acceptance Testing period.

### Administrator Training

GFC will provide Client up to two (2) total hours of administrator training and is recommended for Information Technology personnel within the Client organization. Topics include:

- Overview of Laserfiche Server
- Laserfiche Security Configured
- Laserfiche Client Overview
- Overview of Laserfiche Workflow Modules
- Laserfiche Workflows Configured
- Overview of Laserfiche Modules Purchased
- Backing-up of Laserfiche Environment

### Power User Training

GFC will provide Client up to two (2) total hours of training on the business process configured within the system *prior to* the User Acceptance Testing period. The training is recommended for functional / process leads. These individuals will conduct "Train the Trainer" sessions for all remaining users.

### End User Training

GFC will provide Client two onsite sessions. (1) Two hours of training for users focused on how they use the system. This can be onsite or remote, based on client requirements; (2) Two-hour additional training, planned for approximately thirty days after project closure, focused on needs at that time.

## PROJECT MANAGEMENT PLAN

### ESTIMATED PROJECT TIMELINES

	Description	Est. Time (days/stage)
Design Phase	Requirement gathering work and meeting with client to create the Statement of Work. GFC will create detailed framework and specific configurations for the final solution.	30-40
Implementation Phase	Installation and configuration of the Laserfiche software for implementation, testing and delivery of a working solution.	30-40
Training and UAT	Training and user testing as specified in the Statement of Work.	5-7

### USER ACCEPTANCE TESTING

Upon completion of Power User Training, Client has a period of five (5) business days for User Acceptance Testing (UAT). During this time, Client power users are expected to perform the core functions presented as part of training in a timely and disciplined manner, document any issues, and communicate them to the GFC Project Manager. GFC will immediately work to resolve those issues related to Statement of Work (SOW) functionalities. For issues communicated that are outside the SOW scope, the GFC Project Manager will document for subsequent, post-project discussions with Client.





## PROJECT ACCEPTANCE AND CLOSURE

Upon completion of User Acceptance Testing (UAT), Client will be sent a Project Acceptance Form to sign and return. This form will detail project deliverables completed and note any deliverables that are to be completed by GFC within the next thirty (30) days. Signature and return of the form will activate GFC Support Plan Help Desk services for Client. Acknowledgement of Project Acceptance terms can also be approved via email reply.

## ACCEPTANCE OF STATEMENT OF WORK

By signing below, I confirm the accuracy of the description of this project, as specified throughout the document, and acknowledge that I have read and understand this Statement of Work and agree to its terms.

**City of Cedar Falls, Iowa**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Gordon Flesch Company, Inc.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# APPENDIX A: PROJECT CHANGE REQUEST FORM SAMPLE

CUSTOMER & PROJECT INFORMATION			
Customer Name		Change Request Date	
Project Name		Change Request Number	

Note: Upon approval, the solution outlined below will be provided in accordance with the terms and conditions set forth in the original Statement of Work (SOW) and imageCARE Master Agreement, between Gordon Flesch Company and the client.

CATEGORY OF CHANGE		
<input type="checkbox"/> Scope	<input type="checkbox"/> Schedule	<input type="checkbox"/> Business Process
<input type="checkbox"/> Cost	<input type="checkbox"/> Requirements	<input type="checkbox"/> Documents

REQUESTOR INFORMATION		
Name	E-Mail Address	Phone Number

CHANGE DESCRIPTION

IMPACT OF CHANGE					
Scope	<input type="checkbox"/> Increase	<input type="checkbox"/> Modify	Schedule	<input type="checkbox"/> Increase	<input type="checkbox"/> Modify
	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Impact		<input type="checkbox"/> Decrease	<input type="checkbox"/> No Impact
Cost	<input type="checkbox"/> Increase	<input type="checkbox"/> Modify	Requirements	<input type="checkbox"/> Increase	<input type="checkbox"/> Modify
	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Impact		<input type="checkbox"/> Decrease	<input type="checkbox"/> No Impact

Cost (\$): \_\_\_\_\_ \$ x,xxx.xx

## CHANGE AUTHORIZATION

The signatures below indicate acceptance of the requested Project Change. GFC is authorized to begin work on the Project Change identified above.

\_\_\_\_\_  
GFC Project Manager Signature

\_\_\_\_\_  
By: GFC Project Manager Date

\_\_\_\_\_  
Customer Authorized Signature

\_\_\_\_\_  
By: Name of Authorized Representative of Customer Date



## APPENDIX B: SYSTEM REQUIREMENTS

Laserfiche is a server-based solution that requires component software. Depending on system configuration, multiple servers may be required to make more efficient use of all available server resources.

**It is the responsibility of the customer to provide the required server(s), as well as the server licenses required.** If needed, please consult with a Project Engineer to validate configuration prior to building servers. For information on designing a backup and recovery plan, [click here](#).

The Laserfiche Application server must be dedicated and have the originally installed operating system, not an upgrade from a previous version of Windows. If the server is being re-purposed e.g. domain controller or application server, then the operating system must be re-installed to eliminate any legacy configuration.

Installation of the Laserfiche Application server on client operating systems are not supported and Domain Controllers are not recommended.

### LASERFICHE SERVER

Recommended requirements for the Application Server, assuming the server is managing the core application. Specifications may need to be adjusted based on the configuration of the system and system performance. For additional information on Laserfiche 10.4.1, [click here](#).

Specification	Description
Operating System	Windows Server 2008 or later, x64 editions only <i>If Full-Text Indexing and Search Service will be installed on the same computer, then Windows Server 2008 R2 requires Service Pack 1 to be installed.</i>
CPU	Intel Core 2 Duo or Athlon Phenom or more recent dual-core processor (at least 1.8 GHz); a 64-bit CPU is required. <i>If Full-Text Indexing and Search Service will be installed on the same computer, then a quad core CPU is recommended.</i>
Virtual Cores	1 to 100 users: 4 cores 101 to 200 users: 8 cores
Memory	*1 to 24 users: 4 GB RAM 25 to 100 users: 16 GB RAM 101 to 200 users: 32 GB RAM <b>*If Laserfiche Full-Text Indexing and Search Service will be installed on the same computer, then 8 GB of RAM is recommended.</b>



### LASERFICHE WORKFLOW

For additional information on Workflow 10.4.1, [click here](#).

Specification	Description
Laserfiche Application Server	9 or higher
Operating System	Windows Server 2008 (Service Pack 2), Windows Server 2008 R2 (Service Pack 1), *Windows Server 2012, *Windows Server 2012 R2, Windows Server 2016, Windows Server 2019 <b>*.NET Framework 4.5, 4.6, or 4.7 required</b>
Database	SQL Server 2008, SQL Server 2008 R2, SQL Server 2012, SQL Server 2014, SQL Server 2016, SQL Server 2017, SQL Server 2019
Virtual Cores	2, 4, 6, or 8-core CPU, based on need. More CPU cores allow more workflows to run simultaneously.
Memory	4GB RAM or higher

### LASERFICHE DATABASE SERVER

Specification	Description
Database	Microsoft SQL Server 2008 (Service Pack 1), Microsoft SQL Server 2008 R2, Microsoft SQL Server 2012, Microsoft SQL Server 2014, Microsoft SQL Server 2016. For Microsoft SQL Server requirements, see Microsoft's SQL Server <a href="#">home page</a> .
Virtual Cores	1 to 100 users: 4 cores 101 to 200 users: 8-16 cores
Memory	1 to 24 users: 4 GB RAM 25 to 100 users: 32 GB RAM 101 to 200 users: 64 GB RAM





### LASERFICHE FORMS

For additional information on Forms 10.4.1, [click here](#).

Specification	Description
Laserfiche Application Server	9 or higher
Operating System	Windows Server 2008 (SP 2+), Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2, Windows Server 2016, Windows Server 2019
Database	Microsoft SQL Server 2008, Microsoft SQL Server 2008 R2, Microsoft SQL Server 2012, Microsoft SQL Server 2014, Microsoft SQL Server 2016, Microsoft SQL Server 2017, Microsoft SQL Server 2019
Virtual Cores	4+
Memory	8 GB RAM
Internet Information Services (IIS)	IIS 7 (Windows 7, Windows Server 2008), IIS 7.5 (Windows 7, Windows Server 2008 R2), IIS 8 (Windows 8, Windows Server 2012), IIS 8.5 (Windows 8.1, Windows Server 2012 R2), IIS 10 ASP.NET 4.x must be enabled
User Client Workstation	<ul style="list-style-type: none"> <li>- Users can fill out forms that start a process in Chrome (latest version), Safari(Mac only), Firefox (latest version), Internet Explorer 11 and later, Edge, Opera.</li> <li>- The Laserfiche Forms Inbox, Form Designer, Process Designer, Administrative pages, etc. must be viewed in Internet Explorer 11, Edge, Firefox (latest version), or Chrome (latest version).</li> <li>- Laserfiche Forms also supports mobile browsing (Chrome, Firefox, and Safari recommended).</li> </ul>



## LASERFICHE WEB ACCESS

For additional information on Web Access 10.4.1, [click here](#).

Specification	Description
Laserfiche Application Server	10.4 or higher
Operating System	Windows Server 2008 or later, x64 only
CPU	2.8 GHz or faster processor
Virtual Cores	1 to 75 users: 4 cores 76 to 150 users: 8 cores 151 to 250 users: 16 cores
Memory	8 GB RAM
Internet Information Services (IIS)	IS 7 (Windows Vista or Windows Server 2008), IIS 7.5 (Windows 7 or Windows Server 2008 R2), IIS 8 (Windows 8, Windows Server 2012), IIS 8.5 (Windows 8.1, Windows Server 2012 R2), IIS 10 (Windows 10, Windows Server 2016)
User Client Workstation	Internet Explorer 11 or later, Microsoft Edge, Firefox, Safari for iOS, and Chrome

## LASERFICHE DIRECTORY SERVER (LFDS)

Directory Server is required if Laserfiche Rio is implemented within a multi Laserfiche environment e.g. development, testing, and production. For additional detail on LFDS 10.4.2, [click here](#).

Specification	Description
Operating System	LFDS is only supported on 64-bit versions of Microsoft Windows: Windows Server 2008 R2 Service Pack 1, Windows Server 2012, Windows Server 2012 R2, Windows Server 2016, Windows Server 2019
Database	Microsoft SQL Server 2008 (Service Pack 3), Microsoft SQL Server 2008 R2 (Service Pack 2), Microsoft SQL Server 2012 (Service Pack 2), Microsoft SQL Server 2014, Microsoft SQL Server 2016, Microsoft SQL Server 2017, Microsoft SQL Server 2019
Windows Components	.Net Framework 4.7.2 or later, IIS 7.5 or later, HTTPS
CPU	Dual-core processor
Memory	2 GB RAM



### LASERFICHE IMPORT AGENT

For additional information on Import Agent 10.3.1, [click here](#).

Specification	Description
Laserfiche Application Server	10.2 or higher
Operating System	Windows Server 2008 R2 (Service Pack 1), Windows Server 2012, Windows Server 2016, Windows 7 (Service Pack 1), Windows 8, Windows 10
CPU	Quad-core 2.8 GHz processor or faster
Memory	2+ GB RAM

### LASERFICHE WINDOWS CLIENT

For installation instructions, [click here](#).

Specification	Description
Operating System	Microsoft Windows 7, Microsoft Windows 8, Microsoft Windows 8.1, or Microsoft Windows 10
CPU	Intel Core 2 Duo or Athlon Phenom or more recent dual-core processor (at least 2.8 GHz)
Memory	4 GB RAM
Microsoft Office Integration	Microsoft Office 2007 (32-bit only), Microsoft Office 2010 (32-bit and 64-bit), Microsoft Office 2013 (32-bit and 64-bit), Microsoft Office 2016 (32-bit and 64-bit)

### LASERFICHE CONNECTOR

For additional information on Connector 10.3, [click here](#). For installation instructions, [click here](#).

Specification	Description
Operating System	Windows Server 2008 (SP 2+) and later, or Windows Vista (SP2+) and later
CPU	2.93GHz or faster processor
Memory	4 GB RAM



**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Chase Schrage, Director of Public Works  
**DATE:** August 26, 2020  
**SUBJECT:** Lease approval – Flood buyout properties

Residents often express an interest in leasing the vacant parcels of land which are part of a periodic flood buyout program, for additional open green space adjacent to their property or to plant gardens. In the past there were only a few parcels that were desirable. However, after the 2008 flood event removed numerous structures in established neighborhoods, interest in leasing grew.

Attached to this cover memo is a lease requiring approval from the City Council. The individual who signed the lease provided the City with the necessary liability insurance coverage in order to utilize the property.

MOP and the Park Division Staff believe the leasing program is very beneficial not only for the neighbors, but the City as well. The parcels are mowed and maintained by the lessees during the growing season, which saves maintenance dollars and allows park staff to spend time maintaining higher priority properties.

The Department of Public Works recommends that the City Council approve this lease. Let me know if you have any questions or comments.

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 9014-36-377-009, 9014-36-377-010, 9014-36-377-012

LEASE NO. PK-2021-006 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Dean Ohrt ("Tenant"), whose address for the purpose of this lease is 5313 Caraway Lane #324, Cedar Falls, IA 50613.

The parties agree as follows:

**1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Black Hawk County, Iowa:

SECOND ADD TO WOODLAWN PLACE LOT 21

SECOND ADD TO WOODLAWN PLACE A LL LOT 20 EXC W 224.1 FT

SECOND ADD TO WOODLAWN PLACE W 139.5 FT LOT 20

the address of which is locally known as 9014-36-377-009, 9014-36-377-010, 9014-36-377-012 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

**2. RENT.** Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00, in advance.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

**3. POSSESSION.** Tenant shall be entitled to possession on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.

**4. USE.** Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences, buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at the sole risk of Tenant. No motorized vehicles shall be parked on or otherwise used in



connection with the Premises except when such vehicles are actually engaged in maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

**5. CARE AND MAINTENANCE.**

(a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.

(b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and, with the prior written consent of Landlord, trees. Tenant shall not install any other improvements on the Premises.

**6. SURRENDER.** Immediately upon the termination of this Lease for any reason, Tenant will surrender the Premises to Landlord in good condition.

**7. ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.

**8. INSURANCE. LIABILITY INSURANCE.** Tenant shall show proof CERTIFICATE OF INSURANCE of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises for the entire term of the lease, including any renewal period.

**9. INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord’s elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, “Landlord”), 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 Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, “Tenant”), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; and (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

**11. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands given by Tenant to Landlord in connection with this Lease shall be sent to the following address:

Return Both Copies Signed to:

Cedar Falls Recreation Center  
Attn: Peggee Frost  
110 E. 13<sup>th</sup> Street  
Cedar Falls, IA 50613

**12. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

**13. ADDITIONAL PROVISIONS.**

(a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 29, Zoning. Tenant shall conduct himself or herself in a manner that will not disturb his or her neighbors' peaceful enjoyment of the neighbors' premises.

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of

the term of the Lease, or any renewal term of the Lease. Any improvements installed or added to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

(c) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.

(d) Landlord may enter upon the Premises at any time during the term of the Lease for the purpose of inspection, drilling test holes or making surveys, or to accommodate public utilities relocation.

(e) Tenant shall comply with all FEMA rules related to the use of the property.

**14. TERMINATION OF LEASE.** This Lease may be terminated by Landlord for any reason, and without cause, on thirty (30) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, by ten (10) days' written notice to Landlord.

**15. PROPERTY MANAGER.** The City Director of Public Works & Parks, or his or her designee, is authorized to manage the Premises covered by this Lease.

**16. ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties with respect to the subject matter of the Lease and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Lease.

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
Rob Green, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

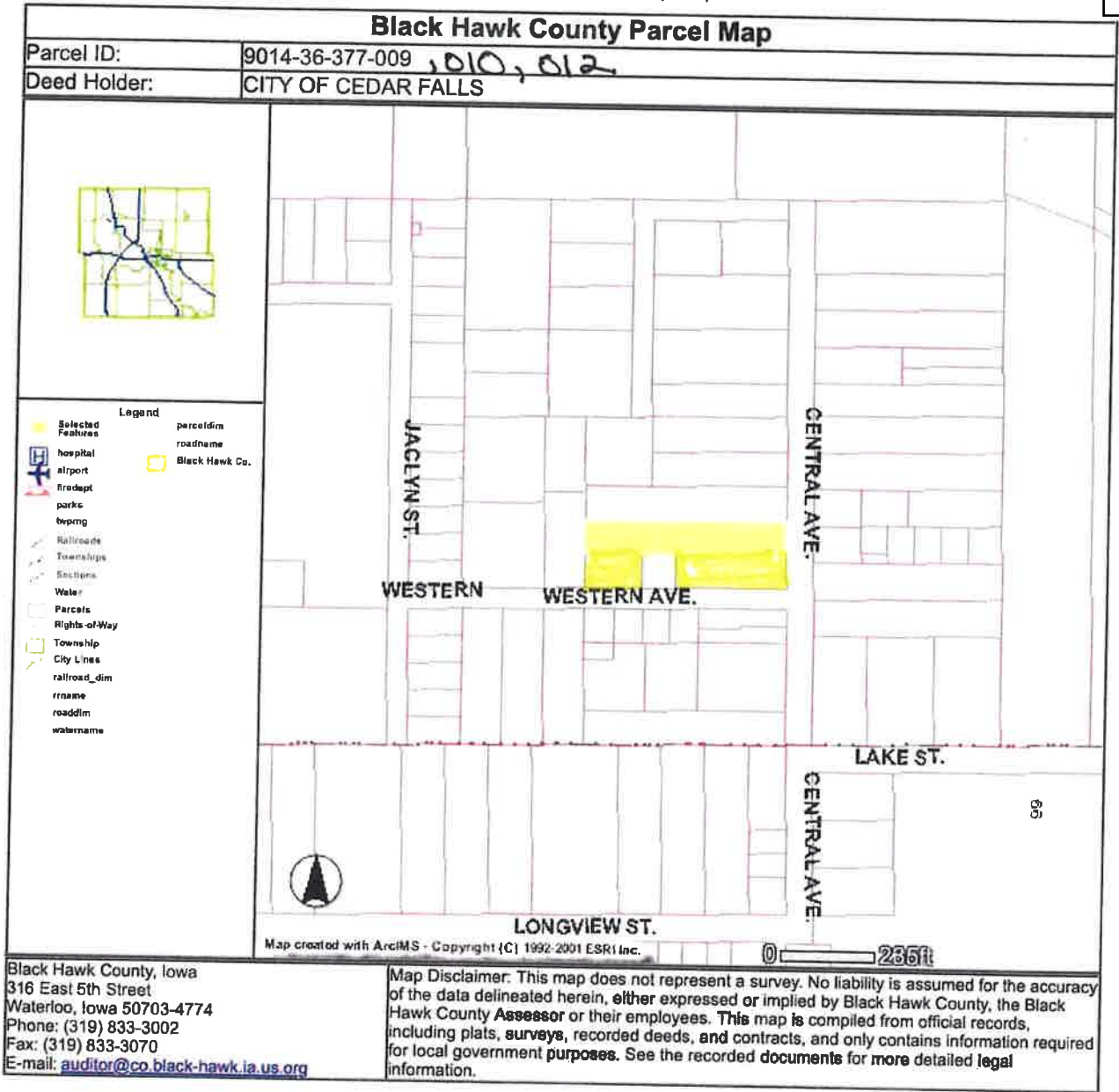
By:

\_\_\_\_\_  
*Dean R Ohrt*  
Signature

\_\_\_\_\_  
*8-6-2020*  
Date

\_\_\_\_\_  
*Dean R Ohrt*  
Print Name

\_\_\_\_\_  
*5313 Caraway Lane # 324 Cedar Falls, Ia 50613*  
Address







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) **Item 19.**  
08/10/2020

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 Brown-Hurst Insurance Agency, Inc. 1234 12th Street P.O. Box 311 Eldora IA 50627	CONTACT NAME: Dianne Haywood	FAX (A/C, No): (641) 939-2561	
	PHONE (A/C, No, Ext): (641) 939-3404	E-MAIL ADDRESS: dianne@bhins.biz	
INSURED Dean R Ohrt 5313 Caraway Ln Apt 324 Cedar Falls IA 50613-8177	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Auto Owners		18988
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES      CERTIFICATE NUMBER: CL2081001233      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			5201881900	10/19/2019	10/19/2020	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> Basic-Fire or Lightning						MED EXP (Any one person) \$ 5000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$
	ANY AUTO						PRODUCTS - COMP/OP AGG \$
	OWNED AUTOS ONLY						\$
	HIRED AUTOS ONLY						\$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						COMBINED SINGLE LIMIT (Ea accident) \$
	EXCESS LIAB						BODILY INJURY (Per person) \$
	DED						BODILY INJURY (Per accident) \$
	RETENTION \$						PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$

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

Liability insurance is provided for the following leased vacant lots in Cedar Falls, Black Hawk County, Iowa:  
Second Add. to Woodlawn Place Lot 21  
Second Add to Woodlawn Place A LL Lot 20 EXc W224.1 FT  
and  
Second Add to Woodlawn Place W 139.5FT Lot 20

CITY OF CEDAR FALLS 110 E 13th 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 <i>Dianne Haywood</i>

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DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Brett Armstrong, Civil Engineer I
DATE: September 3, 2020
SUBJECT: Campus Street Bridge Replacement
Project No.: BR – 101 – 3043
Project Final Out

The Campus Street Bridge Project is completed and ready for final acceptance. This project involved the removal of an existing bridge structure, and placement of a new double cell 14' x 6' precast RCB culvert, creek channel excavation, erosion control measures, and reconstruction of portions of one (1) City street and was under contract with Peterson Contractors Inc. of Reinbeck, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Final Breakdown of Costs
- Copy of Maintenance Bond, Peterson Contractors Inc.

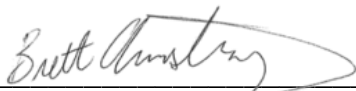
The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

Table with 2 columns: Suppliers and Subcontractors including subcontractor suppliers. Lists various companies like Peterson Contractors Inc., Benton's Ready Mixed Concrete Inc., etc.

This project was primarily funded by the "Storm Water Bond". Below is a breakdown of final contract costs for items that were not funded by the "Storm Water Bond" and their funding source:

<b>Funding Source</b>	<b>Attributed Costs</b>
Storm Water Bond	\$362,018.00
Sanitary Sewer Rental Fund (SRF)	\$ 40,280.00

I certify that the public improvements for the Campus Street Bridge Replacement Project were completed in reasonable compliance with the project plans and specifications.

  
Brett Armstrong 9/3/2020  
Date

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

J7643

Item 20.



PAY ESTIMATE : #9 (RETAINAGE RELEASE)  
 DATE : 7/22/2020  
 CONTRACT AMOUNT : \$317,558.60  
 CONTRACTOR : Peterson Contractors, Inc.

CITY OF CEDAR FALLS  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 ENGINEERING DIVISION  
 BI-WEEKLY  
 BID ITEM COSTS

PROJECT NAME : CAMPUS STREET BRIDGE REPLACEMENT  
 CITY PROJECT # : BR-101-3043

BID ITEMS

ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	INSTALLED UNITS TO DATE	VALUE COMPLETED	ITEM % COMPLETE
1	MOBILIZATION	L.S.	1.0	\$14,000.00	\$14,000.00	1.0	\$14,000.00	100.00% x
2	CLEARING & GRUBBING	L.S.	1.0	\$1,375.00	\$1,375.00	1.0	\$1,375.00	100.00% x
3	REMOVAL OF EXISTING BRIDGE STRUCTURE	L.S.	1.0	\$10,500.00	\$10,500.00	1.0	\$10,500.00	100.00% x
4	REMOVAL OF PAVEMENT	S.Y.	352.0	\$ 6.25	\$2,200.00	755.0	\$4,718.75	214.49% x
5*	REMOVAL OF DRIVEWAY	S.Y.	0.0	\$ 11.00	\$0.00	130.0	\$1,430.00	100.00% x
6	REMOVAL OF SIDEWALK	S.Y.	91.0	\$ 7.50	\$682.50	133.6	\$1,002.00	146.81% x
7	REMOVALS AS PER PLAN	UNITS	0.75	\$ 700.00	\$525.00	0.8	\$525.00	100.00% x
8	SAWCUTTING FOR REMOVALS	L.F.	70.0	\$ 7.50	\$525.00	241.0	\$1,807.50	344.29% x
9	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	102.0	\$ 10.50	\$1,071.00	102.0	\$1,071.00	100.00% x
10	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	C.Y.	11.0	\$ 21.50	\$236.50	11.0	\$236.50	100.00% x
11	EXCAVATION, CLASS 12, BOULDERS	C.Y.	1.0	\$ 175.00	\$175.00	1.0	\$175.00	100.00% x
12	COMPACTION OF SUBGRADE, ROADWAY	STA.	0.71	\$ 1,000.00	\$710.00	0.7	\$710.00	100.00% x
13	EXCAVATION, CLASS 13, CHANNEL	C.Y.	123.0	\$ 10.50	\$1,291.50	123.0	\$1,291.50	100.00% x
14	EXCAVATION, CLASS 23, STRUCTURE	C.Y.	409.0	\$ 9.00	\$3,681.00	409.0	\$3,681.00	100.00% x
15	GRANULAR SUBBASE, BACKFILL CULVERT	C.Y.	93.0	\$ 44.00	\$4,092.00	93.0	\$4,092.00	100.00% x
16	GRANULAR BEDDING, CULVERT	C.Y.	125.0	\$ 52.50	\$6,562.50	125.0	\$6,562.50	100.00% x
17	FLOWABLE MORTAR, CULVERT	C.Y.	52.0	\$ 120.00	\$6,240.00	52.0	\$6,240.00	100.00% x
18	DOUBLE CELL, 14' X 6' CULVERT, PRECAST P.C.C.	L.F.	78.0	\$ 1,600.00	\$124,800.00	78.0	\$124,800.00	100.00% x
19	DOUBLE CELL, 14' X 6' CULVERT APRON, 2:1 SLOPED END SECTION, PRECAST P.C.C., INCLUDING PARAPET	EA	2.0	\$20,000.00	\$40,000.00	2.0	\$40,000.00	100.00% x
20	1' X 4' X 36' PRECAST P.C.C. CURTAIN WALL	EA	2.0	\$ 3,300.00	\$6,600.00	2.0	\$6,600.00	100.00% x
21	HANDRAIL, 2 IN. DIA. STEEL PIPE, HOT-DIP GALVANIZED	L.F.	103.5	\$ 127.00	\$13,144.50	103.5	\$13,144.50	100.00% x
22	REVTMENT, CLASS E	TONS	207.0	\$ 36.50	\$7,555.50	207.0	\$7,555.50	100.00% x
23	ENGINEERING FABRIC, POLYMER GRID	S.Y.	307.0	\$ 3.50	\$1,074.50	307.0	\$1,074.50	100.00% x
24	GRANULAR SUBBASE, 12 IN., ROADWAY	S.Y.	512.0	\$ 14.00	\$7,168.00	649.0	\$9,086.00	128.76% x
25*	GRANULAR SUBBASE, 4 IN., DRIVEWAY	S.Y.	25.0	\$ 13.00	\$325.00	130.0	\$1,690.00	520.00% x
26	PAVEMENT, STAND., P.C.C. 7", TYPE "C", CLASS III	S.Y.	460.0	\$ 40.25	\$18,515.00	908.3	\$36,580.28	197.46% x
27*	DRIVEWAY, P.C.C. 6", TYPE "M", CLASS III	S.Y.	25.0	\$ 57.50	\$1,437.50	130.0	\$7,475.00	520.00% x
28	SIDEWALK, P.C.C. 4", TYPE "C", CLASS III	S.Y.	158.0	\$ 36.00	\$5,688.00	158.0	\$5,688.00	100.00% x
29	PATCH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	13.0	\$ 225.00	\$2,925.00	0.0	\$0.00	0.00% x
30	INTAKE, SW-507	EA	2.0	\$ 4,450.00	\$8,900.00	2.0	\$8,900.00	100.00% x
31	MANHOLE ADJUSTMENT, MINOR, FURNISH NEW CASTING	EA	1.0	\$ 1,000.00	\$1,000.00	1.0	\$1,000.00	100.00% x
32	SEWER, STORM, 12" DIA. RCP 2000D	L.F.	7.5	\$ 50.00	\$375.00	7.5	\$375.00	100.00% x
33	SEWER, STORM, 15" DIA. RCP 2000D	L.F.	35.0	\$ 54.50	\$1,907.50	35.0	\$1,907.50	100.00% x
34	SEWER, STORM, 18" DIA. PERF HDPE	L.F.	27.0	\$ 46.25	\$1,248.75	27.0	\$1,248.75	100.00% x
35	SEWER, STORM, 24" DIA. RCP 2000D	L.F.	7.5	\$ 79.00	\$592.50	15.0	\$1,185.00	200.00% x
36	SEWER, STORM, 30" DIA RCP 2000D	L.F.	7.5	\$ 101.00	\$757.50	15.0	\$1,515.00	200.00% x
37	SPECIAL PIPE CONNECTIONS, SW-211	EA	4.0	\$ 500.00	\$2,000.00	4.0	\$2,000.00	100.00% x
38	GRANULAR BACKFILL, INTAKES	TONS	10.0	\$ 39.00	\$390.00	10.0	\$390.00	100.00% x
39	SUBDRAIN, HDPE STAND., PERF., 6 IN. DIA.	L.F.	258.0	\$ 11.00	\$2,838.00	258.0	\$2,838.00	100.00% x
40	SUBDRAIN OUTLET, 2' X 6 IN. DIA CMP	EA	1.0	\$ 190.00	\$190.00	1.0	\$190.00	100.00% x
41	SUBDRAIN OUTLET, 6' X 6 IN. DIA CMP	EA	2.0	\$ 250.00	\$500.00	2.0	\$500.00	100.00% x
42	SEDIMENT FILTER, INTAKE WELL	EA	2.0	\$ 150.00	\$300.00	2.0	\$300.00	100.00% x
43	SEDIMENT FILTER, INTAKE	L.F.	18.0	\$ 150.00	\$2,700.00	18.0	\$2,700.00	100.00% x
44	CLEANING SEDIMENT FILTER, BASIN	EA	2.0	\$ 50.00	\$100.00	2.0	\$100.00	100.00% x
45	TOPSOIL, FURNISH & SPREAD	C.Y.	81.0	\$ 14.00	\$1,134.00	81.0	\$1,134.00	100.00% x
46	FERTILIZING, SEEDING, & MULCHING	ACRE	0.10	\$15,000.00	\$1,500.00	0.1	\$1,500.00	100.00% x
47	SOD, PROVIDE & PLACE	S.F.	3,173.0	\$ 0.85	\$2,697.05	8,300.0	\$7,055.00	261.58% x
48	ROLLED EROSION CONTROL PRODUCT, EXTENDED TERM (RECP)	S.Y.	279.0	\$ 1.90	\$530.10	450.0	\$855.00	161.29% x
49	STREET SWEEPING	HR.	2.0	\$ 150.00	\$300.00	2.0	\$300.00	100.00% x
50	TRAFFIC CONTROL	L.S.	1.0	\$ 1,500.00	\$1,500.00	1.0	\$1,500.00	100.00% x
51	WATTLES	L.F.	320.0	\$ 3.50	\$1,120.00	320.0	\$1,120.00	100.00% x
52	SIDEWALK, P.C.C. 6", TYPE "C"	S.Y.	11.7	\$ 96.00	\$1,123.20	17.8	\$1,706.88	151.97% x
53	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	48.0	\$ 30.00	\$1,440.00	48.0	\$1,440.00	100.00% x
8000	EWO #1	L.S.	1.0	\$40,280.00	\$40,280.00	1.0	\$40,280.00	100.00% x
8001	EWO #2	TONS		\$19.50	\$0.00	75.8	\$1,474.20	100.00% x
8002	Non-Woven Permeable Fabric Over Box (CO#3)	S.Y.	117.0	\$19.80	\$2,316.60	117.0	\$2,316.60	100.00% x
8003	Additional Pavement Thickness Over Box (CO#3)	C.Y.	21.0	\$105.00	\$2,205.00	21.0	\$2,205.00	100.00% x
8004	Additional PCC Curb (CO#3)	L.F.	30.0	\$19.23	\$576.90	30.0	\$576.90	100.00% x
8005	Hydro-Mulch (CO#3)	ACRE	0.06	\$9,900.00	\$594.00	0.06	\$594.00	100.00% x

\* - Included in Change Order #1 (EWO #1)  
 x - Denotes Final Quantities

Total Amount of Work Done To Date :	\$402,298.36
Percent of Work Done to Date :	127.0%
Prepaid Inventory Value : (See Attachment)	\$0.00
Total Project Cost (Bid)	\$317,558.60
Deduction :	\$0.00
Less Retained Percentage (5%) :	-
Less Previous Payments :	\$382,183.44
AMOUNT DUE THIS ESTIMATE :	\$20,114.92

THIS FINAL PAY ESTIMATE, AS SUBMITTED, HAS BEEN REVIEWED AND IS APPROVED BY PCI.

CHECKED BY:  
 SIGNED:

*Matthew Tolan* 7/27/2020  
 Matthew Tolan, E  
 Civil Engineer II

ITEM DENOTATION :  
 X = Final Quantity

PRINTED NAME: Cordell A Peterson, President  
 SIGNATURE: *Cordell A Peterson*



PAY ESTIMATE : #9 (RETAINAGE RELEASE)  
 DATE : 7/22/2020  
 CONTRACT AMOUNT : \$317,558.60  
 CONTRACTOR : Peterson Contractors, Inc.

CITY OF CEDAR FALLS  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 ENGINEERING DIVISION  
 BI-WEEKLY  
 BID ITEM COSTS

PROJECT NAME : CAMPUS STREET BRIDGE REPLACEMENT  
 CITY PROJECT # : BR-101-3043

BID ITEMS										DISTRIBUTION OF FUNDS	
ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	INSTALLED UNITS TO DATE	VALUE COMPLETED	ITEM % COMPLETE		Division 1 Storm Water Bond	Division 2 SRF
1	MOBILIZATION	L.S.	1.0	\$14,000.00	\$14,000.00	1.0	\$14,000.00	100.00%	x	\$14,000.00	
2	CLEARING & GRUBBING	L.S.	1.0	\$ 1,375.00	\$1,375.00	1.0	\$1,375.00	100.00%	x	\$1,375.00	
3	REMOVAL OF EXISTING BRIDGE STRUCTURE	L.S.	1.0	\$10,500.00	\$10,500.00	1.0	\$10,500.00	100.00%	x	\$10,500.00	
4	REMOVAL OF PAVEMENT	S.Y.	352.0	\$ 6.25	\$2,200.00	755.0	\$4,718.75	214.49%	x	\$4,718.75	
5*	REMOVAL OF DRIVEWAY	S.Y.	0.0	\$ 11.00	\$0.00	130.0	\$1,430.00	100.00%	x	\$1,430.00	
6	REMOVAL OF SIDEWALK	S.Y.	91.0	\$ 7.50	\$682.50	133.6	\$1,002.00	146.81%	x	\$1,002.00	
7	REMOVALS AS PER PLAN	UNITS	0.75	\$ 700.00	\$525.00	0.8	\$525.00	100.00%	x	\$525.00	
8	SAWCUTTING FOR REMOVALS	L.F.	70.0	\$ 7.50	\$525.00	241.0	\$1,807.50	344.29%	x	\$1,807.50	
9	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	102.0	\$ 10.50	\$1,071.00	102.0	\$1,071.00	100.00%	x	\$1,071.00	
10	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	C.Y.	11.0	\$ 21.50	\$236.50	11.0	\$236.50	100.00%	x	\$236.50	
11	EXCAVATION, CLASS 12, BOULDERS	C.Y.	1.0	\$ 175.00	\$175.00	1.0	\$175.00	100.00%	x	\$175.00	
12	COMPACTION OF SUBGRADE, ROADWAY	STA.	0.71	\$ 1,000.00	\$710.00	0.7	\$710.00	100.00%	x	\$710.00	
13	EXCAVATION, CLASS 13, CHANNEL	C.Y.	123.0	\$ 10.50	\$1,291.50	123.0	\$1,291.50	100.00%	x	\$1,291.50	
14	EXCAVATION, CLASS 23, STRUCTURE	C.Y.	409.0	\$ 9.00	\$3,681.00	409.0	\$3,681.00	100.00%	x	\$3,681.00	
15	GRANULAR SUBBASE, BACKFILL CULVERT	C.Y.	93.0	\$ 44.00	\$4,092.00	93.0	\$4,092.00	100.00%	x	\$4,092.00	
16	GRANULAR BEDDING, CULVERT	C.Y.	125.0	\$ 52.50	\$6,562.50	125.0	\$6,562.50	100.00%	x	\$6,562.50	
17	FLOWABLE MORTAR, CULVERT	C.Y.	52.0	\$ 120.00	\$6,240.00	52.0	\$6,240.00	100.00%	x	\$6,240.00	
18	DOUBLE CELL, 14' X 6' CULVERT, PRECAST P.C.C.	L.F.	78.0	\$ 1,600.00	\$124,800.00	78.0	\$124,800.00	100.00%	x	\$124,800.00	
19	DOUBLE CELL, 14' X 6' CULVERT APRON, 2:1 SLOPED END SECTION, PRECAST P.C.C., INCLUDING PAR	EA	2.0	\$20,000.00	\$40,000.00	2.0	\$40,000.00	100.00%	x	\$40,000.00	
20	1' X 4' X 36' PRECAST P.C.C. CURTAIN WALL	EA	2.0	\$ 3,300.00	\$6,600.00	2.0	\$6,600.00	100.00%	x	\$6,600.00	
21	HANDRAIL, 2 IN. DIA. STEEL PIPE, HOT-DIP GALVANIZED	L.F.	103.5	\$ 127.00	\$13,144.50	103.5	\$13,144.50	100.00%	x	\$13,144.50	
22	REVTMENT, CLASS E	TONS	207.0	\$ 36.50	\$7,555.50	207.0	\$7,555.50	100.00%	x	\$7,555.50	
23	ENGINEERING FABRIC, POLYMER GRID	S.Y.	307.0	\$ 3.50	\$1,074.50	307.0	\$1,074.50	100.00%	x	\$1,074.50	
24	GRANULAR SUBBASE, 12 IN., ROADWAY	S.Y.	512.0	\$ 14.00	\$7,168.00	649.0	\$9,086.00	126.76%	x	\$9,086.00	
25*	GRANULAR SUBBASE, 4 IN., DRIVEWAY	S.Y.	25.0	\$ 13.00	\$325.00	130.0	\$1,690.00	520.00%	x	\$1,690.00	
26	PAVEMENT, STAND., P.C.C. 7", TYPE "C", CLASS III	S.Y.	460.0	\$ 40.25	\$18,515.00	908.3	\$36,560.28	197.46%	x	\$36,560.28	
27*	DRIVEWAY, PCC, 6", TYPE "M", CLASS III	S.Y.	25.0	\$ 27.50	\$687.50	130.0	\$1,712.50	525.00%	x	\$1,712.50	
28	SIDEWALK, PCC, 4", TYPE "C", CLASS III	S.Y.	158.0	\$ 36.00	\$5,688.00	158.0	\$5,688.00	100.00%	x	\$5,688.00	
29	PATCH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	13.0	\$ 225.00	\$2,925.00	0.0	\$0.00	0.00%	x	\$0.00	
30	INTAKE, SW-507	EA	2.0	\$ 4,450.00	\$8,900.00	2.0	\$8,900.00	100.00%	x	\$8,900.00	
31	MANHOLE ADJUSTMENT, MINOR, FURNISH NEW CASTING	EA	1.0	\$ 1,000.00	\$1,000.00	1.0	\$1,000.00	100.00%	x	\$1,000.00	
32	SEWER, STORM, 12" DIA. RCP 2000D	L.F.	7.5	\$ 50.00	\$375.00	7.5	\$375.00	100.00%	x	\$375.00	
33	SEWER, STORM, 15" DIA. RCP 2000D	L.F.	35.0	\$ 54.50	\$1,907.50	35.0	\$1,907.50	100.00%	x	\$1,907.50	
34	SEWER, STORM, 18" DIA. PERF HDPE	L.F.	27.0	\$ 46.25	\$1,248.75	27.0	\$1,248.75	100.00%	x	\$1,248.75	
35	SEWER, STORM, 24" DIA. RCP 2000D	L.F.	7.5	\$ 79.00	\$592.50	15.0	\$1,185.00	200.00%	x	\$1,185.00	
36	SEWER, STORM, 30" DIA RCP 2000D	L.F.	7.5	\$ 101.00	\$757.50	15.0	\$1,515.00	200.00%	x	\$1,515.00	
37	SPECIAL PIPE CONNECTIONS, SW-211	EA	4.0	\$ 500.00	\$2,000.00	4.0	\$2,000.00	100.00%	x	\$2,000.00	
38	GRANULAR BACKFILL, INTAKES	TONS	10.0	\$ 39.00	\$390.00	10.0	\$390.00	100.00%	x	\$390.00	
39	SUBDRAIN, HDPE STAND., PERF., 6 IN. DIA.	L.F.	258.0	\$ 11.00	\$2,838.00	258.0	\$2,838.00	100.00%	x	\$2,838.00	
40	SUBDRAIN OUTLET, 2' X 6 IN. DIA CMP	EA	1.0	\$ 190.00	\$190.00	1.0	\$190.00	100.00%	x	\$190.00	
41	SUBDRAIN OUTLET, 6' X 6 IN. DIA CMP	EA	2.0	\$ 250.00	\$500.00	2.0	\$500.00	100.00%	x	\$500.00	
42	SEDIMENT FILTER, INTAKE WELL	EA	2.0	\$ 150.00	\$300.00	2.0	\$300.00	100.00%	x	\$300.00	
43	SEDIMENT FILTER, INTAKE	L.F.	18.0	\$ 150.00	\$2,700.00	18.0	\$2,700.00	100.00%	x	\$2,700.00	
44	CLEANING SEDIMENT FILTER, BASIN	EA	2.0	\$ 50.00	\$100.00	2.0	\$100.00	100.00%	x	\$100.00	
45	TOPSOIL, FURNISH & SPREAD	C.Y.	81.0	\$ 14.00	\$1,134.00	81.0	\$1,134.00	100.00%	x	\$1,134.00	
46	FERTILIZING, SEEDING, & MULCHING	ACRE	0.10	\$15,000.00	\$1,500.00	0.1	\$1,500.00	100.00%	x	\$1,500.00	
47	SOD, PROVIDE & PLACE	S.F.	3,173.0	\$ 0.85	\$2,697.05	8,300.0	\$7,055.00	261.58%	x	\$7,055.00	
48	ROLLED EROSION CONTROL PRODUCT, EXTENDED TERM (RECP)	S.Y.	279.0	\$ 1.90	\$530.10	450.0	\$855.00	161.29%	x	\$855.00	
49	STREET SWEEPING	HR.	2.0	\$ 150.00	\$300.00	2.0	\$300.00	100.00%	x	\$300.00	
50	TRAFFIC CONTROL	L.S.	1.0	\$ 1,500.00	\$1,500.00	1.0	\$1,500.00	100.00%	x	\$1,500.00	
51	WATTLES	L.F.	320.0	\$ 3.50	\$1,120.00	320.0	\$1,120.00	100.00%	x	\$1,120.00	
52	SIDEWALK, PCC, 6", TYPE "C"	S.Y.	11.7	\$ 96.00	\$1,123.20	17.8	\$1,706.88	151.97%	x	\$1,706.88	
53	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	48.0	\$ 30.00	\$1,440.00	48.0	\$1,440.00	100.00%	x	\$1,440.00	
8000	EWO #1	L.S.	1.0	\$40,280.00	\$40,280.00	1.0	\$40,280.00	100.00%	x		\$40,280.00
8001	EWO #2	TONS		\$19.50	\$0.00	75.6	\$1,474.20	100.00%	x	\$1,474.20	
8002	Non-Woven Permeable Fabric Over Box (CO#3)	S.Y.	117.0	\$19.80	\$2,316.60	117.0	\$2,316.60	100.00%	x	\$2,316.60	
8003	Additional Pavement Thickness Over Box (CO#3)	C.Y.	21.0	\$105.00	\$2,205.00	21.0	\$2,205.00	100.00%	x	\$2,205.00	
8004	Additional PCC Curb (CO#3)	L.F.	30.0	\$19.23	\$576.90	30.0	\$576.90	100.00%	x	\$576.90	
8005	Hydro-Mulch (CO#3)	ACRE	0.06	\$9,900.00	\$594.00	0.06	\$594.00	100.00%	x	\$594.00	
Sub-Total:										\$362,018.36	\$40,280.00
Project Total:										\$402,298.36	



## Performance, Payment and Maintenance Bond

SURETY BOND NO. 106869724

### KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Oblige (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Hundred Seventeen Thousand Five Hundred Fifty-Eight and Sixteen cents (\$317,558.16), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 21<sup>st</sup> day of MAY, 2018, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

### CAMPUS STREET BRIDGE REPLACEMENT PROJECT Paving/ Subdrainage Project BR-101-3043

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

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

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

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

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

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 21<sup>st</sup> day of May, 2018.

Surety Countersigned By:

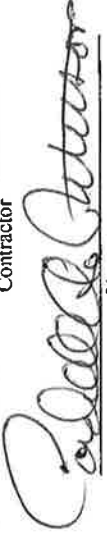
**PRINCIPAL:**

Not Required

Peterson Contractors, Inc.

Signature of Agent

Contractor



By:

Signature  
President

Title

Printed Name of Agent

**SURETY:**

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

Travelers Casualty and Surety Company of America  
Surety Company

By:   
Signature Attorney-in-Fact Officer

Anne Crowner, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC  
Company Name

P.O. Box 9207  
Company Address

Des Moines, Iowa 50306-9207  
City, State, Zip Code

(515) 223-6800  
Company Telephone Number

Attorney for Owner

**FORM APPROVED BY:**

**NOTE:**

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



**POWER OF ATTORNEY**

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In-Fact No. **231471**

Surety Bond No. or Project Description:

Principal: **Peterson Contractors, Inc.**

**106869724**

Obligee: **City of Cedar Falls**

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Craig E. Hansen, Jay D. Freiermuth, Brian M. Deimerly, Cindy Bennett, Anne Crowner, Tim McCulloh, Stacy Venn, Shirley S. Bartenhagen, and Dione R. Young of the City of West Moines State of Iowa**, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **24th** day of **October, 2016**.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **24th** day of **October, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this **21<sup>st</sup>** day of **May**, **2018**.

*Kevin E. Hughes*

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



3170 Wagner Road

Waterloo IA 50703

319-226-6000 319-226-6003 F

**WAIVER OF MECHANIC'S LIEN**

I/We, the undersigned, have been employed by Matthias Landscaping Co., Waterloo, IA, to furnish labor and /or materials for the construction, repair or reconstruction, or improvements to the landscape at the location known as:

**Campus St Bridge Replacement J7643**  
Cedar Falls, IA 50613

**General Contractor:**  
Peterson Contractors Inc.  
104 Blackhawk St  
PO Box A  
Reinbeck, IA 50669

In Black Hawk Country, Iowa,

For and in consideration of our employment to furnish said labor and /or materials, I/We do hereby waive and release any and all rights, or claims or rights, to file and establish a mechanic's lien against the above-mentioned building, and improvements, and the above-described premises, given to us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both, furnished, or which may be furnished, by us for, and on, the above-mentioned building, and the above-described premises.

Executed this 10 day of July, 2020

COMPANY: Oleson Sod Farm  
2508 Hearst Rd.  
Cedar Falls IA 50613

BY: Jack Oleson

Title: Pres.

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Campus Street Bridge Replacement  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Cunningham Construction Co

Date: 7/24/20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

  
Bob Owen, President

Position or Title of Lienor with Subcontractor/Supplier Company:

7/24/20  
Date Signed

P.O.# 33076  
P.O.# 32016

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Campus Street Bridge Replacement  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Hi-Way Products Inc

Date: 7-28-2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Shawn Redmond, V.P.

Lienor or Claimant SHAWN CAPWELL  
Position or Title of Lienor with Subcontractor/Supplier Company:

7/28/20  
Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the Improvements upon the property located at:

Campus Street Bridge, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between Said Contractor and

Benton's Ready Mixed Concrete, Inc.

Subcontractor/Supplier

Dated: 5/15/20

Do (does) hereby release and waiver any and all claims, lien and liens Right, of any kind, nature, or description what so ever, against said Property and the owner thereof:



Lienor or Claimant

5/15/20

Date Signed



FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the Improvements upon the property located at:

Campus Street Bridge, Cedar Falls, IA

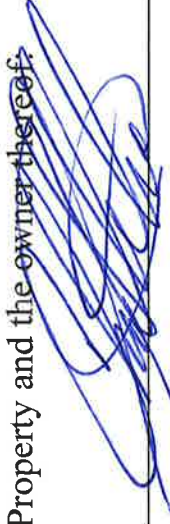
And furnished in the execution and fulfillment of contract between Said Contractor and

Construction Materials, Inc.

Subcontractor/Supplier

Dated: March 6, 2020

Do (does) hereby release and waive any and all claims, lien and liens Right, of any kind, nature, or description what so ever, against said Property and the ~~owner thereof~~



Lienor or Claimant

March 6, 2020

Date Signed

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Campus Street Bridge Replacement

in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Matthias Landscaping Co

Date: 7-7-2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

7-7-2020

Date Signed

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Campus Street Bridge Replacement  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Service Signing LC

Date: July 7, 2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

*Cristi Zagada*  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

July 7, 2020  
Date Signed

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Campus Street Bridge Replacement  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

BMC Aggregates LC

Date: July 7, 2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

  
Lienor or Claimant Managing Member

Position or Title of Lienor with Subcontractor/Supplier Company:

7/7/2020  
Date Signed

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Campus Street Bridge Replacement  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Bentons Ready Mixed Concrete

Date: 7-2-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

7-2-20  
Date Signed





**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:


Campus Street Bridge Replacement  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Forterra

Date: 7-14-2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

 Cedric My  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

7-14-2020  
Date Signed

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Campus Street Bridge Replacement  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Leymaster Tile LLC

Date: 7.2.20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: Member

7.2.20  
Date Signed

*Emailed  
7-2-20  
1:58 pm*

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Campus Street Bridge Replacement

in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Manatts Inc DM

Date: 12-16-19

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Sue McLoe  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: Manatts Inc

7-2-20  
Date Signed

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Campus Street Bridge Replacement  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Utility Equipment Co

Date: JULY 2, 2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant MICHAEL R CORYN, PRESIDENT

Position or Title of Lienor with Subcontractor/Supplier Company:

JULY 2, 2020

Date Signed



**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Campus Street Bridge Replacement  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Wieser Concrete *Products, Inc*

Date: 6/29/20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: *QFD*

*7/8/2020*  
Date Signed


**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
*Engineering Division*

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

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

**DATE:** September 3, 2020

**SUBJECT:** Prairie Winds 4<sup>th</sup> Addition  
 Final Acceptance of Improvements  
 Project No. SU-197-3134

Construction work has been completed on the public improvements for Prairie Winds 4<sup>th</sup> Addition. The project was designed by Clapsaddle-Garber Associates, Inc., and has been completed in accordance with the project plans and the City of Cedar Falls standard specifications.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process, and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the maintenance bond from the developer, Panther Farms, LLC, and the Prairie Winds 4<sup>th</sup> final plat.

Prairie Winds 4<sup>th</sup> Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for Prairie Winds 4<sup>th</sup> Addition.

Matthew Tolan, EI, Civil Engineer II

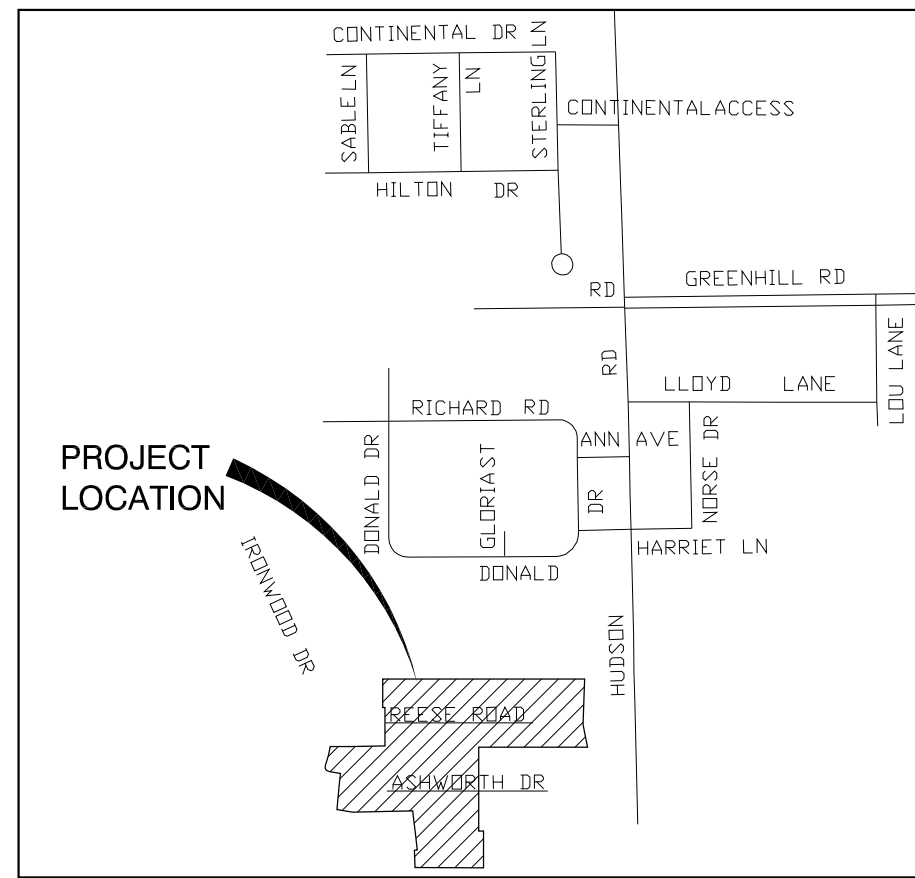
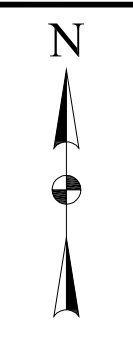
September 3, 2020

Date

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



# FINAL PLAT PRAIRIE WINDS 4TH ADDITION CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



VICINITY MAP

NOT TO SCALE

### LAND SURVEYOR

CLAPSADDLE-GARBER ASSOCIATES  
TRAVIS R. STEWART, PLS  
16 EAST MAIN STREET  
MARSHALLTOWN, IOWA 50158  
(641) 752-6701

### PROPRIETOR

PANTHER FARMS L.L.C.  
2202 COLLEGE STREET  
CEDAR FALLS, IA 50613

### DEVELOPER

BRIAN WINGERT  
3006 ROWND STREET  
CEDAR FALLS, IOWA 50613

### ZONING CLASSIFICATION

R-1 RESIDENTIAL DISTRICT

### SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 AND 3	FINAL PLAT

### DESCRIPTION:

A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

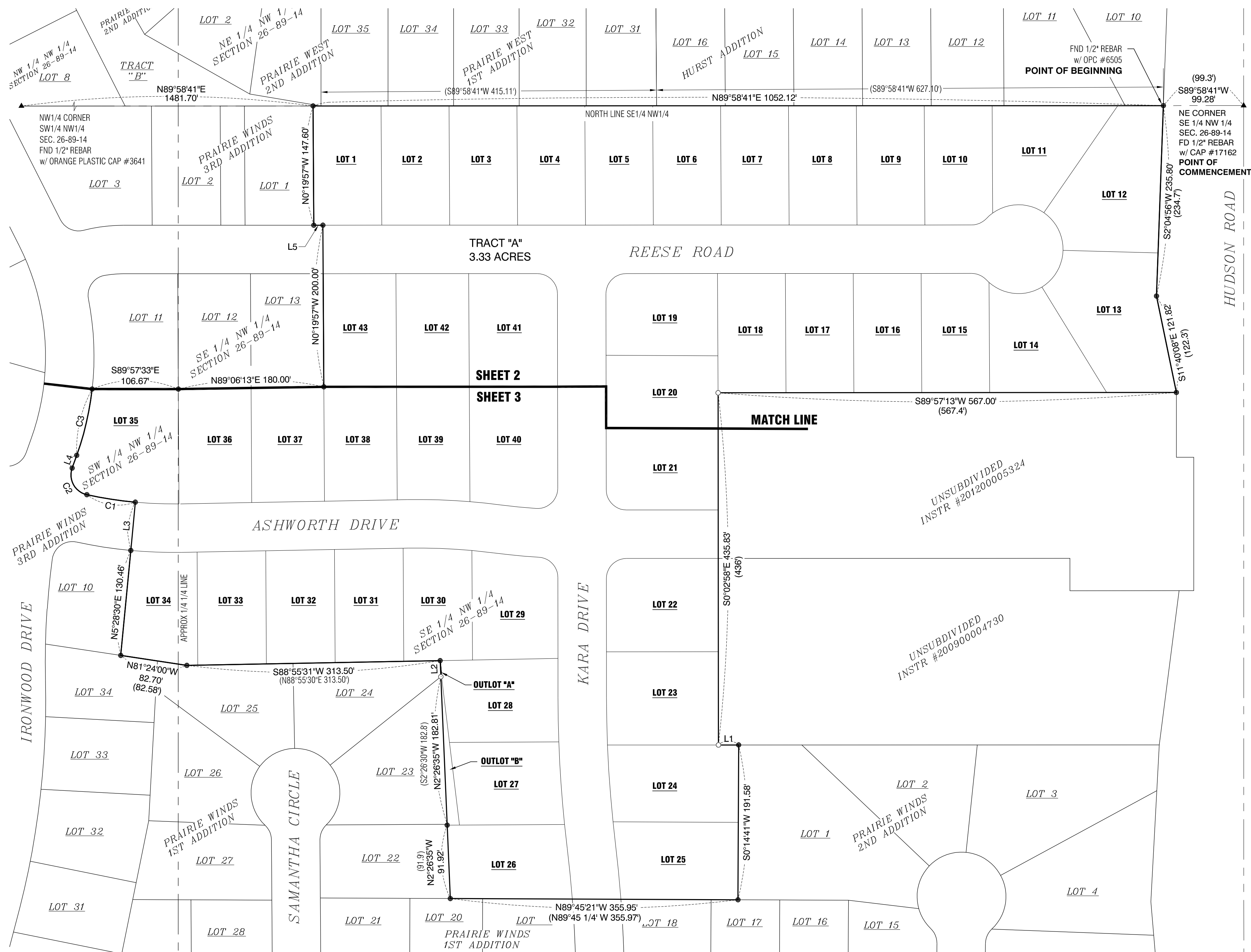
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE, S89°58'41"W 99.28' ALONG THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 SAID SECTION 26 TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 10 OF HURST ADDITION AND A POINT ON THE WEST RIGHT OF WAY LINE OF HUDSON ROAD; THENCE, S2°04'56"W 235.80' ALONG SAID WEST RIGHT OF WAY LINE; THENCE, S11°40'08"E 121.82' ALONG SAID WEST RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND RECORDED IN INSTRUMENT NO. 2012-00005324 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, S89°57'13"W 567.00' ALONG THE NORTH LINE OF SAID CERTAIN PARCEL TO THE NORTHWEST CORNER OF SAID CERTAIN PARCEL; THENCE, S0°02'58"E 435.83' ALONG THE WEST LINE OF SAID CERTAIN PARCEL AND THE WEST LINE OF A CERTAIN PARCEL OF LAND RECORDED IN INSTRUMENT NO. 2009-00004730 TO THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL; THENCE, N89°59'11"E 25.00' TO THE NORTHWEST CORNER OF LOT 1 OF PRAIRIE WINDS 2ND ADDITION, RECORDED IN INSTRUMENT NO. 2015-00008317 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, S0°14'41"W 191.58' ALONG THE WEST LINE OF SAID LOT 1 TO A POINT ON THE NORTHERLY LINE OF PRAIRIE WINDS 1ST ADDITION, RECORDED IN INSTRUMENT NO. 2014-00013156 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, N89°45'21"W 355.95' ALONG SAID NORTHERLY LINE TO THE SOUTHEAST CORNER OF LOT 22 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N2°26'35"W 91.92' ALONG THE EAST LINE OF SAID LOT 22 TO THE SOUTHEAST CORNER OF LOT 23 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N2°26'35"W 182.81' ALONG THE EAST LINE OF SAID LOT 23 TO THE SOUTHEAST CORNER OF LOT 24 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N2°26'35"W 19.95' ALONG THE EAST LINE OF SAID LOT 24 TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE, S88°55'31"W 313.50' ALONG THE NORTHERLY LINE OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N81°24'00"W 82.70' CONTINUING ALONG THE NORTHERLY LINE OF SAID PRAIRIE WINDS 1ST ADDITION TO THE SOUTHEAST CORNER OF LOT 10 OF PRAIRIE WINDS 3RD ADDITION, RECORDED IN INSTRUMENT NO. 2017-00016399 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, N5°28'30"E 130.46' ALONG THE EAST LINE OF SAID LOT 10 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ASHWORTH DRIVE; THENCE, N5°20'34"E 60.00' ALONG THE EASTERLY LINE OF SAID PRAIRIE WINDS 3RD ADDITION TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ASHWORTH DRIVE; THENCE, WESTERLY 60.73' ALONG THE ARC OF A 500.00' RADIUS CURVE, CONCAVE NORTHERLY, HAVING A CHORD BEARING OF N81°10'39"W AND A CHORD DISTANCE OF 60.69' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE NORTHWESTERLY 42.53' ALONG THE ARC OF A 25.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N28°57'51"W AND A CHORD DISTANCE OF 37.58'; THENCE, N19°46'11"E 16.80'; THENCE, NORTHERLY 84.42' ALONG THE ARC OF A 363.00' RADIUS CURVE, CONCAVE WESTERLY, HAVING A CHORD BEARING OF N13°06'26"E AND A CHORD DISTANCE OF 84.23' TO THE SOUTHWEST CORNER OF LOT 11 OF SAID PRAIRIE WINDS 3RD ADDITION, THE AFORESAID ALL BEING ALONG THE EASTERLY LINE OF SAID PRAIRIE WINDS 3RD ADDITION, ALSO BEING ALONG THE EASTERLY RIGHT OF WAY LINE OF IRONWOOD DRIVE; THENCE, S89°57'33"E 106.67' ALONG THE SOUTH LINE OF SAID LOT 11 TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE, N89°06'13"E 180.00' ALONG THE SOUTH LINE OF LOTS 12 AND 13 OF SAID PRAIRIE WINDS 3RD ADDITION TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE, N0°19'57"W 200.00' ALONG THE EASTERLY LINE OF SAID PRAIRIE WINDS 3RD ADDITION TO A POINT ON THE NORTH RIGHT OF WAY LINE OF REESE ROAD; THENCE, S89°58'41"W 11.30' ALONG SAID NORTH RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 OF PRAIRIE WINDS 3RD ADDITION; THENCE, N0°19'57"W 147.60' ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE, N89°58'41"E 1052.12' ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 16.69 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

### LEGEND:

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

NOTE:  
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING IOWA STATE PLANE (NAD83, NORTH ZONE).

THE ERROR OF CLOSURE FOR THE SUBDIVISION BOUNDARY IS LESS THAN 10,000 AND THE ERROR OF CLOSURE ON THE LOTS IS LESS THAN 5,000.



### LINE DATA

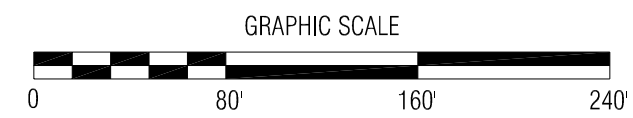
LINE NUMBER	BEARING	DISTANCE
L1	N89°59'11"E	25.00'
L2	N2°26'35"W	19.95'
L3	N5°20'34"E	60.00'
L4	N19°46'11"E	16.80'
L5	S89°58'41"W	11.30'

	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
SE 1/4 NW1/4 SEC. 26-89-14	16.00 AC	0.00 AC	16.00 AC
SW1/4 NW1/4 SEC. 26-89-14	0.65 AC	0.00 AC	0.65 AC
TOTAL	16.65 AC	0.00 AC	16.65 AC

### Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	60.73'	500.00'	6°57'33"	N81°10'39"W	60.69'
C2	42.53'	25.00'	97°28'04"	N28°57'51"W	37.58'
C3	84.42'	363.00'	13°19'30"	N13°06'26"E	84.23'

SCALE: 1" = 80' (22 x 34 SHEET)  
1" = 160' (11 x 17 SHEET)



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	1-14-19	4	CITY COMMENTS	KMN	7-09-19
2	CITY COMMENTS	CAQ	5-10-19				
3	CITY COMMENTS	CAQ	6-17-19				

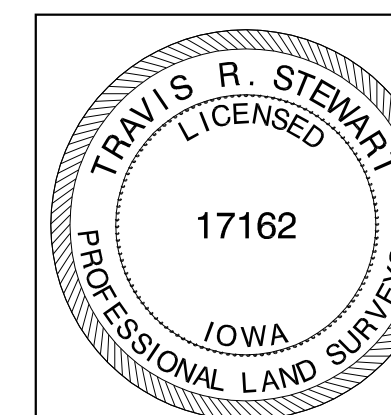


DESIGNED: - DATE: -  
 DRAWN: CAQ DATE: 2-19-2018  
 CHECKED: IRS DATE: -  
 APPROVED: - DATE: -

## PRAIRIE WINDS 4TH ADDITION CEDAR FALLS, IOWA

## FINAL PLAT

PROJECT NO.  
5491.05  
SHEET NO.  
1 OF 3



DATE PREPARED : 01-09-2019  
 I hereby certify that this land surveying document was prepared and 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.

Signature  
 Travis R. Stewart, PLS  
 Iowa License Number 17162  
 My license renewal date is December 31, 2019

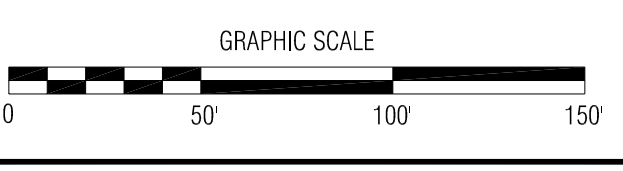
Pages or sheets covered by this seal: SHEETS 1 OF 3, 2 OF 3 AND 3 OF 3

J:\5491-Prairie Winds 4th Addition Final Plat\Final Plat\Revised 7-9-2019\5491 Prairie Winds 4th Addition Final Plat Sheet 1- Revised 6-17-2019.dwg - Sheet 1 - 07-09-19 - 1:58pm - KMN352





SCALE: 1" = 50' (22 x 34 SHEET)  
 1" = 100' (11 x 17 SHEET)



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	1-14-19	4	CITY COMMENTS	KMN	7-09-19
2	CITY COMMENTS	CAQ	5-10-19				
3	CITY COMMENTS	CAQ	6-17-19				

**CGA** Clapsaddle-Garber Associates, Inc.  
 16 East Main Street  
 Marshalltown, Iowa 50158  
 Ph 641-752-6701  
 www.cgaconsultants.com

DESIGNED: - DATE: -  
 DRAWN: CAQ DATE: 2-19-2018  
 CHECKED: TRS DATE: -  
 APPROVED: - DATE: -

**PRAIRIE WINDS 4TH ADDITION**  
 CEDAR FALLS, IOWA

**FINAL PLAT**

DATE PREPARED : 01-09-2019  
 PROJECT NO. 5491.05  
 SHEET NO. 2 OF 3

SIDE YARD SETBACK		SIDE YARD SETBACK		SIDE YARD SETBACK	
LOT(S)	FEET	LOT(S)	FEET	LOT(S)	FEET
1	8.4'	17	8.4'	33	8.5'
2	8.4'	18	8.4'	34	8.5'
3	8.4'	19	10.1'	35	11.1'
4	8.4'	20	9.0'	36	9.0'
5	8.4'	21	10.0'	37	9.0'
6	8.4'	22	11.5'	38	9.0'
7	8.4'	23	11.5'	39	9.0'
8	8.4'	24	9.6'	40	10.9'
9	8.4'	25	9.6'	41	10.9'
10	8.4'	26	9.1'	42	9.0'
11	9.1'	27	10.2'	43	9.0'
12	9.2'	28	10.2'		
13	9.2'	29	10.6'		
14	8.8'	30	8.5'		
15	8.4'	31	8.5'		
16	8.4'	32	8.5'		





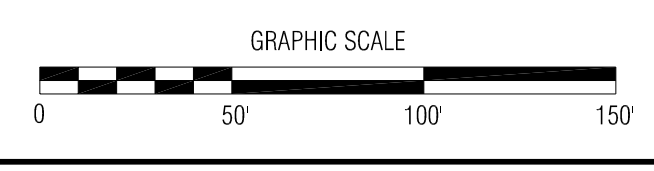
Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	20.32'	25.00'	46°34'03"	N66°41'39"E	19.76'
C2	10.56'	55.00'	11°00'17"	S48°54'46"W	10.55'
C3	67.41'	55.00'	70°13'17"	S89°31'33"W	63.27'
C4	54.61'	55.00'	56°53'29"	N26°55'04"W	52.40'
C5	54.61'	55.00'	56°53'29"	N29°58'25"E	52.40'
C6	70.29'	55.00'	73°13'27"	S84°58'07"E	65.60'
C7	4.71'	55.00'	4°54'07"	S45°54'20"E	4.70'
C8	20.32'	25.00'	46°34'03"	N66°41'18"W	19.76'
C9	39.29'	25.00'	90°03'07"	S44°57'07"W	35.37'
C10	39.24'	25.00'	89°55'34"	S45°02'13"E	35.33'
C11	39.30'	25.00'	90°04'26"	S44°57'47"W	35.38'
C12	58.64'	1505.00'	2°13'57"	S11°11'25"E	58.64'
C13	95.35'	1505.00'	3°37'48"	S4°07'18"E	95.33'
C14	25.87'	1505.00'	0°59'06"	S6°25'44"E	25.87'
C15	70.47'	1564.99'	2°34'48"	N5°37'53"W	70.47'
C16	62.96'	1505.01'	2°23'48"	N5°43'23"W	62.95'
C17	29.74'	1565.00'	1°05'20"	S6°22'37"E	29.74'
C18	102.54'	1565.00'	3°45'14"	S3°57'20"E	102.52'
C19	54.75'	1565.00'	2°00'16"	S1°04'35"E	54.75'
C20	37.72'	25.00'	86°26'28"	N43°17'41"W	34.24'
C21	56.00'	805.00'	3°59'09"	S84°31'20"E	55.99'
C22	27.37'	762.59'	2°03'24"	N83°35'17"W	27.37'
C23	62.62'	560.00'	6°24'24"	S87°51'38"E	62.59'
C24	84.42'	363.00'	13°19'30"	N13°06'26"E	84.23'
C25	42.53'	25.00'	97°28'04"	S28°57'51"E	37.58'
C26	60.73'	500.00'	6°57'33"	S81°10'39"E	60.69'
C27	54.17'	500.00'	6°12'26"	S87°45'39"E	54.14'
C28	77.65'	773.20'	5°45'16"	N88°11'12"W	77.62'
C29	37.52'	773.20'	2°46'49"	N83°55'10"W	37.51'
C30	44.75'	745.00'	3°26'29"	S84°15'00"E	44.74'
C31	41.06'	25.00'	94°06'12"	N46°58'39"E	36.60'
C32	39.25'	25.00'	89°56'53"	N45°02'53"W	35.34'
C33	78.86'	713.20'	6°20'08"	N87°53'46"W	78.82'
C34	1.74'	500.00'	0°11'58"	N89°02'09"E	1.74'
C35	262.19'	55.00'	273°08'06"	N0°01'19"W	75.63'

LINE DATA

LINE NUMBER	BEARING	DISTANCE
L1	N89°59'11"E	25.00'
L2	N2°26'35"W	19.95'
L3	N81°24'00"W	82.70'
L4	N5°20'34"E	60.00'
L5	N19°46'11"E	16.80'
L6	S89°58'41"W	11.30'
L7	S89°43'01"W	15.23'

SCALE: 1" = 50' (22 x 34 SHEET)  
 1" = 100' (11 x 17 SHEET)



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	1-14-19	4	CITY COMMENTS	KMN	7-09-19
2	CITY COMMENTS	CAQ	5-10-19				
3	CITY COMMENTS	CAQ	6-17-19				

**CGA** Clapsaddle-Garber Associates, Inc.  
 16 East Main Street  
 Marshalltown, Iowa 50158  
 Ph 641-752-6701  
 www.cgaconsultants.com

DESIGNED: - DATE: -  
 DRAWN: CAQ DATE: 2-19-2018  
 CHECKED: IRS DATE: -  
 APPROVED: - DATE: -

**PRAIRIE WINDS 4TH ADDITION**  
 CEDAR FALLS, IOWA

**FINAL PLAT**

DATE PREPARED : 01-09-2019

PROJECT NO. 5491.05  
 SHEET NO. 3 OF 3



SURETY BOND NO. SY95522

**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, **Panther Farms, LLC**, as Principal (hereinafter the "Principal") and **IMT Insurance Company**, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of one million two hundred thirty-nine thousand eight hundred thirty-one and 94/100 dollars (\$ 1,239,831.94 ), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the \_\_\_\_\_ day of \_\_\_\_\_, **2019**; and

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

Division 1 - Grading, Paving, & Earthwork

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

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

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

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

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

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

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

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

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

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

Witness our hands, in triplicate, this 14th day of August, 2019.

Countersigned By:

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

**Jason Styve**  
\_\_\_\_\_  
Printed Name of Agent  
**Performance Insurance & Financial Services, LLC**  
\_\_\_\_\_  
Company Name

**500 New York Ave**  
\_\_\_\_\_  
Company Address

**Des Moines, IA 50313**  
\_\_\_\_\_  
City, State, Zip Code

**1-515-309-9500**  
\_\_\_\_\_  
Company Telephone Number

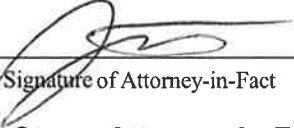
**PRINCIPAL:**

**Panther Farms, LLC**  
\_\_\_\_\_  
Principal

By:   
\_\_\_\_\_  
Signature  
Manager  
\_\_\_\_\_  
Title

**SURETY:**

**IMT Insurance Company**  
\_\_\_\_\_  
Surety Company

By:   
\_\_\_\_\_  
Signature of Attorney-in-Fact  
**Jason Styve, Attorney-in-Fact**  
\_\_\_\_\_  
Printed Name of Attorney-in-Fact

**IMT Insurance Company**  
\_\_\_\_\_  
Company Name

**7825 Mills Civic Parkway**  
\_\_\_\_\_  
Company Address

**West Des Moines, IA 50266**  
\_\_\_\_\_  
City, State, Zip Code

**1-800-274-3531 ext. 816**  
\_\_\_\_\_  
Company Telephone Number



**NOTE:**

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

01262978-1\10283-000



POWER OF ATTORNEY

No. SY95522

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jason Styve

of Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

One Million Five Hundred Thousand (\$1,500,000.00) Dollars

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 14th day of August, 2019.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA } ss:
COUNTY OF POLK }

On this 14th day of August, 2019, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Seth Cary
Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 14th day of August, 2019.

Dalene Holland
Dalene Holland, Secretary



**LIEN WAIVER  
RELEASE BY CLAIMANTS**

The undersigned, having received payment in full for all labor, materials, supplies or equipment supplied to:

PANTHER FARMS

Or to any subcontractor, in the construction or repair of the Improvements upon the property located at:

PRAIRIE WINDS 4<sup>TH</sup> ADDITION, IN THE CITY OF CEDAR FALLS, IOWA

And furnished in the execution and fulfillment of contract between said contractor and


Dirtworks

drainage clean up, etc  
(Silt Fence/Filter Socks)

Contractor/Supplier

For all labor, materials, supplies or equipment

Do (does) hereby release and waiver any and all claims, lien and liens, right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant

9/2/2020  
Date Signed



**LIEN WAIVER  
RELEASE BY CLAIMANTS**

The undersigned, having received payment in full for all labor, materials, supplies or equipment supplied to:

Panther Farms

Or to any subcontractor, in the construction or repair of the Improvements upon the property located at:


PRAIRIE WINDS 4<sup>TH</sup> ADDITION, IN THE CITY OF CEDAR FALLS, IOWA

And furnished in the execution and fulfillment of contract between said contractor and

Stevens Erosion Control (Seed/Fertilizer/Mulch)  
Contractor/Supplier

For all labor, materials, supplies or equipment

Do (does) hereby release and waiver any and all claims, lien and liens, right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

 Brian Stevens President  
Lienor or Claimant

9-2-20  
Date Signed

**LIEN WAIVER  
RELEASE BY CLAIMANTS**

The undersigned, having received payment in full for all labor, materials, supplies or equipment supplied to:

Artesian Earthworks, LLC

Or to any subcontractor, in the construction or repair of the improvements upon the property located at:


PRAIRIE WINDS 4<sup>TH</sup> ADDITION, IN THE CITY OF CEDAR FALLS, IOWA

And furnished in the execution and fulfillment of contract between said contractor and

Tiedt Nursery  
Contractor/Supplier

For all labor, materials, supplies or equipment

Do (does) hereby release and waiver any and all claims, lien and liens, right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant

6/15/20  
Date Signed

**LIEN WAIVER  
RELEASE BY CLAIMANTS**

The undersigned, having received payment in full for all labor, materials, supplies or equipment supplied to:

Tiedt Nursery

Or to any subcontractor, in the construction or repair of the improvements upon the property located at:


PRAIRIE WINDS 4<sup>TH</sup> ADDITION, IN THE CITY OF CEDAR FALLS, IOWA

And furnished in the execution and fulfillment of contract between said contractor and

Tiedt Nursery (Silt Fence/Filter Socks)  
Contractor/Supplier

For all labor, materials, supplies or equipment

Do (does) hereby release and waiver any and all claims, lien and liens, right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

  
Lienor or Claimant

6/15/20  
Date Signed

**LIEN WAIVER  
RELEASE BY CLAIMANTS**

The undersigned, having received payment in full for all labor, materials, supplies or equipment supplied to:

Tiedt Nursery

Or to any subcontractor, in the construction or repair of the Improvements upon the property located at:

PRAIRIE WINDS 4<sup>TH</sup> ADDITION, IN THE CITY OF CEDAR FALLS, IOWA

And furnished in the execution and fulfillment of contract between said contractor and

Tiedt Nursery (Seed/Fertilizer/Mulch)  
Contractor/Supplier

For all labor, materials, supplies or equipment

Do (does) hereby release and waiver any and all claims, lien and liens, right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant

6/15/20  
Date Signed

**LIEN WAIVER  
RELEASE BY CLAIMANTS**

The undersigned, having received payment in full for all labor, materials, supplies or equipment supplied to:

Artesian Earthworks, LLC

Or to any subcontractor, in the construction or repair of the Improvements upon the property located at:


PRAIRIE WINDS 4<sup>TH</sup> ADDITION, IN THE CITY OF CEDAR FALLS, IOWA

And furnished in the execution and fulfillment of contract between said contractor and

Cunningham Construction Inc.  
Contractor/Supplier

For all labor, materials, supplies or equipment

Do (does) hereby release and waiver any and all claims, lien and liens, right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant

6/12/2020  
Date Signed



FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the Improvements upon the property located at:

Prairie West 3<sup>rd</sup> & 4<sup>th</sup> Addition, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between Said Contractor and

Benton's Ready Mixed Concrete, Inc.

Subcontractor/Supplier

Dated: 8-20-19

Do (does) hereby release and waiver any and all claims, lien and liens Right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

Cemler Benton

Lienor or Claimant

8-20-19

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the Improvements upon the property located at:

Prairie West 3<sup>rd</sup> & 4<sup>th</sup> Addition, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between Said Contractor and

Benton's Ready Mixed Concrete, Inc.

Subcontractor/Supplier

Dated: 8-20-19

Do (does) hereby release and waiver any and all claims, lien and liens Right, of any kind, nature, or description what so ever, against said Property and the owner thereof:



Lienor or Claimant

8-20-19

Date Signed

**LIEN WAIVER  
RELEASE BY CLAIMANTS**

The undersigned, having received payment in full for all labor, materials, supplies or equipment supplied to:

Panther Farms, LLC

Or to any subcontractor, in the construction or repair of the Improvements upon the property located at:

PRAIRIE WINDS 4<sup>TH</sup> ADDITION, IN THE CITY OF CEDAR FALLS, IOWA

And furnished in the execution and fulfillment of contract between said contractor and

Artisean Earthworks, LLC  
Contractor/Supplier

For all labor, materials, supplies or equipment

Do (does) hereby release and waiver any and all claims, lien and liens, right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant

6/15/2020  
Date Signed

# RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Panther Builders

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Prairie Winds 4th


in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Artesian Earthworks LLC

Date: 8/13/2019

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

 ADAM THIELOW FOR ARTESIAN EARTHWORKS LLC

Lienor or Claimant

Manager Member

8/13/2019  
Date Signed

**Waiver of Mechanic's Lien**

The undersigned, having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate legally described as:

**SE NW EXC N 436 FT S 970.2 FT E 650 FT SEC 26 T 89 R 14 EXC HWY B 554 P 81 ALSO EXC PRAIRIE WINDS 1ST THRU 3RD ADDITION AND ALSO THAT PART UNPLATTED SW NW IN SAID SEC LYING E OF PRAIRIE WINDS 3RD ADDITION**

and commonly known as:

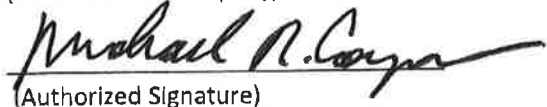
**Prairie Winds 4<sup>th</sup> Addition**

For and in consideration of the sum of **one hundred and four thousand four hundred and nine and 05/100** dollars (**\$104,409.05**) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby states that it has furnished materials, labor and/or equipment in connection with the above-referenced property and hereby waives, releases, and discharges any lien claim or lien right it has or could have to the extent of the payment made in exchange for this lien release.

Invoices: **30051643, 30051644, 30051731, 30052030, 30052044, 30052060, 30052182, 30052681, 30052763, 30052781, 30052818, 30051645-001, 30052098-000, 30052098-001, 30052909-000, 30052912-000, 30052962-000, 30054340-000, 30054424-000, 30054440-000, 30054578-000, 30054605-000, 30054637-000, 30054727-000**

UECO

(Contractor or Company)



(Authorized Signature)

MICHAEL R CORYN

(Authorized Printed Name)

PRESIDENT

(Authorized Title)



**Waiver of Mechanic's Lien**

The undersigned, having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate legally described as:

**SE NW EXC N 436 FT S 970.2 FT E 650 FT SEC 26 T 89 R 14 EXC HWY B 554 P 81 ALSO EXC PRAIRIE WINDS 1ST THRU 3RD ADDITION AND ALSO THAT PART UNPLATTED SW NW IN SAID SEC LYING E OF PRAIARE WINDS 3RD ADDITION**

and commonly known as:

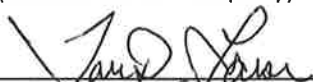
**Prairie Winds 4<sup>th</sup> Addition**

For and in consideration of the sum of **twelve thousand seven hundred eighteen and 74/100** dollars (\$12,718.74) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby states that it has furnished materials, labor and/or equipment in connection with the above-referenced property and hereby waives, releases, and discharges any lien claim or lien right it has or could have to the extent of the payment made in exchange for this lien release.

Invoices: **2000101821, 2000102351**

**Paul Niemann Construction Company**

(Contractor or Company)



(Authorized Signature)

Tom D. Larson

(Authorized Printed Name)

Controller

(Authorized Title)

**Waiver of Mechanic's Lien**

The undersigned, having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate legally described as:

**SE NW EXC N 436 FT S 970.2 FT E 650 FT SEC 26 T 89 R 14 EXC HWY B 554 P 81 ALSO EXC PRAIRIE WINDS 1ST THRU 3RD ADDITION AND ALSO THAT PART UNPLATTED SW NW IN SAID SEC LYING E OF PRAIRIE WINDS 3RD ADDITION**

and commonly known as:

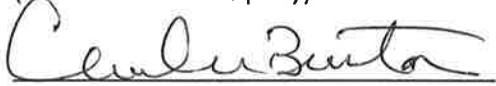
**Prairie Winds 4<sup>th</sup> Addition**

For and in consideration of the sum of **three thousand three hundred thirty six and 36/100** dollars (**\$3,336.36**) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby states that it has furnished materials, labor and/or equipment in connection with the above-referenced property and hereby waives, releases, and discharges any lien claim or lien right it has or could have to the extent of the payment made in exchange for this lien release.

Invoices: **13600, 164917, 164941, 163441, 163492, 163543**

**Benton's Ready Mixed Concrete**

(Contractor or Company)



(Authorized Signature)

Charles Benton

(Authorized Printed Name)

President

(Authorized Title)

**Waiver of Mechanic's Lien**

The undersigned, having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate legally described as:

**SE NW EXC N 436 FT S 970.2 FT E 650 FT SEC 26 T 89 R 14 EXC HWY B 554 P 81 ALSO EXC PRAIRIE WINDS 1ST THRU 3RD ADDITION AND ALSO THAT PART UNPLATTED SW NW IN SAID SEC LYING E OF PRAIRIE WINDS 3RD ADDITION**

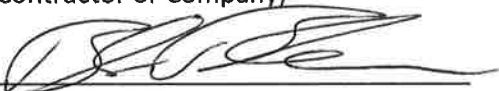
and commonly known as:

**Prairie Winds 4<sup>th</sup> Addition**

For and in consideration of the sum of **four thousand three hundred thirty-five and 00/100** dollars (**\$4,335.00**) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby states that it has furnished materials, labor and/or equipment in connection with the above-referenced property and hereby waives, releases, and discharges any lien claim or lien right it has or could have to the extent of the payment made in exchange for this lien release.

Invoices: **335**

**Blake Burkle**  
\_\_\_\_\_  
(Contractor or Company)

  
\_\_\_\_\_  
(Authorized Signature)

**Blake Burkle**  
\_\_\_\_\_  
(Authorized Printed Name)

**owner**  
\_\_\_\_\_  
(Authorized Title)

**LIEN WAIVER  
RELEASE BY CLAIMANTS**

The undersigned, having received payment in full for all labor, materials, supplies or equipment supplied to:

PANTHER FARMS, LLC

Or to any subcontractor, in the construction or repair of the Improvements upon the property located at:

PRAIRIE WINDS 4<sup>TH</sup> ADDITION, IN THE CITY OF CEDAR FALLS, IOWA

And furnished in the execution and fulfillment of contract between said developer/contractor and

CLAPSADDLE-GARBER ASSOCIATES, INC.

\_\_\_\_\_

Contractor/Supplier

For all labor, materials, supplies or equipment through 5/16/2020

Date

Do (does) hereby release and waiver any and all claims, lien and liens, right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

  
\_\_\_\_\_

Lienor or Claimant

7/02/2020

Date Signed

**LIEN WAIVER  
RELEASE BY CLAIMANTS**

The undersigned, having received payment in full for all labor, materials, supplies or equipment supplied to:

PANTHER FARMS, LLC

Or to any subcontractor, in the construction or repair of the Improvements upon the property located at:

PRAIRIE WINDS 4<sup>TH</sup> ADDITION, IN THE CITY OF CEDAR FALLS, IOWA


And furnished in the execution and fulfillment of contract between said developer/contractor and

CLAPSADDLE-GARBER ASSOCIATES, INC.

\_\_\_\_\_  
Contractor/Supplier

For all labor, materials, supplies or equipment through 5/16/2020  
Date

Do (does) hereby release and waiver any and all claims, lien and liens, right, of any kind, nature, or description what so ever, against said Property and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant

7/02/2020  
Date Signed





## DEPARTMENT OF PUBLIC WORKS

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

### MEMORANDUM Engineering Division

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

**FROM:** Jon Fitch, PE, Principal Engineer

**DATE:** August 26, 2020

**SUBJECT:** Lake Street Recreational Trail – Central Ave E to Big Woods Trail Connection  
 City Project Number: RT-819-3247  
 City-State Agreement – TAP-U-1185(655)-8I-07

Attached is the Lake Street Trail Federal-Aid Agreement for review and approval. This city-state agreement will provide funding for the Recreation Trail project. The Lake Street Trail project will construct a ten-foot wide recreational trail from Central Ave east to the Big Woods Trail connection (approx. 0.6 miles).

The Lake Street Trail Project engineer's estimate is \$350,000. The Transportation Alternative Program Programming Agreement, which is funded by the Surface Transportation Block Grant (STBG), administered through the Iowa Department of Transportation, will provide \$302,000, and the City of Cedar Falls General Obligation Bonds will provide remaining funding.

The Engineering Division recommends approval of the Union Road Recreational Trail Agreement with the Iowa Department of Transportation. Please sign and return both originals to the Engineering Division for further processing.

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

xc: Chase Schrage, Director of Public Works  
 Stephanie Sheetz, Community Development Director  
 David Wicke, City Engineer

**IOWA DEPARTMENT OF TRANSPORTATION**  
**Federal-Aid Agreement for a**  
**Iowa's Transportation Alternatives Program (Iowa's TAP) Project**

Subrecipient: **Cedar Falls**

Subrecipient DUNS Number: **169846912**

Project Number(s): **TAP-U-1185(655)—8I-07**

Iowa DOT Agreement Number: **21-TAP-146**

This agreement, made as of the date of the last party's signature below, is between the **City of Cedar Falls** (hereinafter referred to as Subrecipient) and the **Iowa Department of Transportation**, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds. Federal regulations require federal funds to be administered by the Department. The federal-aid highway funds included in this agreement are jointly implemented by the Federal Highway Administration (FHWA) and the Department.

The Subrecipient has received federal funding through the Iowa's Transportation Alternatives Program (Iowa's TAP), which is funded by the Surface Transportation Block Grant Program (STBG), as codified in Section 133 of Title 23, United States Code (U.S.C.), which are hereinafter referred to as STBG funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible for carrying out the provisions of this agreement.

All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Pamela Lee, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1810. The Subrecipient's contact person shall be Jonathan Fitch, P.E., City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613, 319-268-5165.

2. The Subrecipient shall be responsible for the development and completion of the following described project:

**On Lake Street Trail, from Central Ave E 0.6 miles to existing trail**

3. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities under the Iowa's TAP program from STBG funds. The portion of the project costs reimbursed with STBG funds shall be limited to a maximum of either 80 percent of eligible costs (other than those reimbursed with other federal funds) or the amount listed (\$302,000) in the [insert name of RPA or MPO] current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less. Eligible project activities will be as described in Section 133(h) of Title 23, United States Code (U.S.C.), and determined by the Department to be eligible.
4. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.
5. The Subrecipient must have let the contract or have construction started within two years of October 1, 2020. If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.
6. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.
7. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
8. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement, the Subrecipient agrees to repay said funding if they are found to be in default.

Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.

9. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.
10. The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.
11. This agreement is not assignable without the prior written consent of the Department.
12. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
13. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
14. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
15. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Subrecipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

**SUBRECIPIENT: City of Cedar Falls**

By: \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

Title: Mayor \_\_\_\_\_

**CERTIFICATION:**

I, \_\_\_\_\_, certify that I am the Clerk of the city, and that  
(Name of City Clerk)

\_\_\_\_\_, who signed said Agreement for and on behalf of  
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_

City Clerk of Cedar Falls, Iowa.

**IOWA DEPARTMENT OF TRANSPORTATION**

Planning, Programming and Modal Division  
800 Lincoln Way, Ames, Iowa 50010  
Tel. 515-239-1664

By: \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

Craig Markley  
Director  
Office of Systems Planning



**EXHIBIT 1****General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the Subrecipient shall be responsible for the following:

**1. General Requirements.**

- a. The Subrecipient shall take the necessary actions to comply with applicable state and federal laws and regulations. To assist the Subrecipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [http://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The Subrecipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Subrecipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Subrecipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Subrecipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Subrecipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the Subrecipient shall make such facilities compliant with the ADA and Section 504 following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the Subrecipient agrees to indemnify, defend, and hold the Department harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 2 CFR 200.501 "Audit Requirements", a non-federal entity expending \$750,000 or more in federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown in this agreement. If the Subrecipient will

pay initial project costs and request reimbursement from the Department, the Subrecipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Subrecipient shall not report this project on its SEFA.

- f. The Subrecipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
  - ii. The Subrecipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.
  - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Subrecipient with written notice of termination pursuant to this section.

## 2. Programming and Federal Authorization.

- a. The Subrecipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Subrecipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, federal funds cannot be authorized.
- b. Before beginning any work for which federal funding reimbursement will be requested, the Subrecipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Subrecipient shall submit a written request for FHWA authorization to the Department. After reviewing the Subrecipient's request, the Department will forward the request to the FHWA for authorization and obligation of federal funds. The Department will notify the Subrecipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with federal funds.
- c. Upon receiving FHWA authorization, the Subrecipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the Subrecipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of funds can be adjusted or other options can be explored.
- d. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- e. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## 3. Federal Participation in Work Performed by Subrecipient Employees.

- a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.

- b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.
- c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

#### **4. Design and Consultant Services**

- a. The Subrecipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay to the Department the amount of federal funds reimbursed to the Subrecipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include other activities that are not intended to lead to a construction project such as planning, conceptual, or feasibility studies.

#### **5. Environmental Requirements and other Agreements or Permits.**

- a. The Subrecipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Subrecipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Class of Action Process; 4.030, Environmental Data Sheet Instructions; 4.110, Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Subrecipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

- c. The Subrecipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Subrecipient shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150, Iowa DNR Floodplain Permits and Regulations; 4.160, Asbestos Inspection, Removal and Notification Requirements; and 4.190, Highway Improvements in the Vicinity of Airports or Heliports.
- d. In all contracts entered into by the Subrecipient, and all subcontracts, in connection with this project that exceed \$100,000, the Subrecipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Subrecipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

## **6. Right-of-Way, Railroads and Utilities.**

- a. The Subrecipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Subrecipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Subrecipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.



- e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

## 7. Construction Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Subrecipient shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Subrecipient for individual construction items shall be approved by the Department.
  - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in I.M. 5.120, Local Letting Process, Federal-aid.
- d. The Subrecipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

## 8. Construction.

- a. A full-time employee of the Subrecipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per Iowa Administrative Code 761 Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Subrecipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at:  
<http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Subrecipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Subrecipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

## 9. Reimbursements.

- a. After costs have been incurred, the Subrecipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least every six months but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Subrecipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The Department will reimburse the Subrecipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the federal share of construction costs or 5% of the total federal funds available for the project, whichever is less. Reimbursement will be made either by state warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete

and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.

- e. The total funds collected by the Subrecipient for this project shall not exceed the total project costs. The total funds collected shall include any federal or state funds received, any special assessments made by the Subrecipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Subrecipient do exceed the total project costs, the Subrecipient shall either:
  - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate state fund account in the amount of refunds received from the Subrecipient.

#### **10. Project Close-out.**

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Subrecipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The Subrecipient may be suspended from receiving federal funds on future projects.
- b. For construction projects, the Subrecipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of federal funds shall be made only after the Department accepts the project as complete.
- d. The Subrecipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Subrecipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the federal government. Copies of these materials shall be furnished by the Subrecipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval

of the final closure document, the Department will notify the Subrecipient of the record retention date.

- e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.



## DEPARTMENT OF PUBLIC WORKS

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Jon Fitch, Principal Engineer, PE

**DATE:** August 26, 2020

**SUBJECT:** Professional Services Agreement, Snyder & Associates, Inc.  
 Supplemental Agreement No. 2  
 Union Road Recreation Trail – 12<sup>th</sup> St to 27<sup>th</sup> St  
 City Project No. RT-000-3217

Please find attached Supplemental Agreement No. 2 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for Union Road Recreation Trail Engineering Services. This supplemental agreement provides services for obtaining easements (temporary or permanent) for each of the neighboring property's impacted by the construction of the trail. Services will include: preparing appraisals and brokers opinion of value; coordinate the appraisal process with the Iowa DOT appraisal valuations for consistence; retain and coordinate the services of an abstractor; Prepare Certificates of Title as required; make personal and private contacts with each property owner and tenant or their representative; present a written offer and consider counter offers; and deliver all signed acquisition documents and title clearing to Client for payment and closing tasks.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the Recreation Trail Project on December 16, 2019. The Supplemental Agreement No. 1 will utilize the Surface Transportation Block Grant (STBG) Programming Agreement with 80% funding through the grant and 20% Local Match funding sources.

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 2 with Snyder & Associates, Inc. for obtaining easements of the Union Road Recreation Trail project.

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

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





## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 www.cedarfalls.com

*Engineering Division*  
 Phone: 319-268-5161 Fax: 319-268-5197

### SUPPLEMENTAL AGREEMENT NO. 2

#### Union Road Recreational Trail – 12<sup>th</sup> St to 27<sup>th</sup> St Project Cedar Falls, Iowa City Project Number RC-000-3217

**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 16, 2019 for the professional engineering services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement(s) to include Scope of Services and Compensation for additional items required,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

#### **I. SCOPE OF SERVICES**

The Scope of Services and basis for Compensation derivation are as follows:

Complete a parcel file for each property involved with the Project in accordance with the needs of CLIENT and/or the Project requirements;

If necessary, 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 PROFESSIONAL. The Appraiser or Broker will prepare appraisals, project data books and of brokers opinion of value, as needed. The Appraisers' work will be reviewed by a second party as approved by the CLIENT and as required by Local, State and /or Federal Right-of-Way acquisition procedures. The Appraiser will prepare, sign and furnish to the PROFESSIONAL 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; The PROFESSIONAL will attempt to coordinate the appraisal process with the Iowa DOT appraisal valuations for consistency with same and neighboring properties.

If necessary, retain and coordinate the services of an abstractor, who will be a Subconsultant to PROFESSIONAL, who will prepare Certificates of Title for parcels where fee title and permanent easements are required.

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) Easements, and (4) release of tenant interest and leasehold claims;

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.

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 PROFESSIONAL, negotiations have reached an impasse;

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 PROFESSIONAL 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 PROFESSIONAL, 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.

Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.

## **II. CLIENT'S RESPONSIBILITIES**

CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:

Unless produced by Snyder & Associates, Inc. survey and engineering staff, provide to PROFESSIONAL all known and existing plans, specifications and data pertaining to the project that may affect PROFESSIONAL's Services to be provided. Unless otherwise noted by CLIENT, PROFESSIONAL may rely upon the plans, specifications and data provided being accurate and complete;

Provide all licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or Project;

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 PROFESSIONAL.

Coordinate the timing and sequence of PROFESSIONAL's Services with the Services of others to the Project;

Make interim and final decisions utilizing information supplied by PROFESSIONAL.

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.

#### A. ADDITIONAL SERVICES

1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to, additional site visits, attending a preconstruction meeting, construction observation, construction survey, assistance with payment requests, shop drawing preparation, change orders, substantial completion documentation, assistance with calendar day and liquidated damages documentation and final project acceptance; expanding the scope of the project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

#### II. COMPENSATION

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 Twenty-Three Thousand Six Hundred Dollars \$23,600. The compensation for this supplemental agreement is to be integrated into the original agreement. The total compensation of the original contract and supplemental agreement is not to exceed the fee of Eighty-Nine Thousand Eight Hundred Fifty Dollars \$89,850.

#### III. ASSIGNABILITY

1. The CONSULTANT shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the CLIENT. Subconsultants designated as part of this AGREEMENT shall be deemed to be approved when this AGREEMENT is executed. No subconsultants are anticipated.

- IV. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 16, 2019.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT.**

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

By: Lindsay Beaman

Printed Name: \_\_\_\_\_

Printed Name: Lindsay Beaman

Title: \_\_\_\_\_

Title: Business Unit Leader

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

Date: August 3, 2020



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Administration Division*

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** September 3, 2020  
**SUBJECT:** Brick Paver Upgrade: Sidewalk at River Place Plaza

Downtown streetscape improvements started in 2019, with Peter Melendy Park and the sidewalk in front of MU2, after Council approved the brick concept design and requested it be expanded beyond the Parkade to include side streets such as 2<sup>nd</sup> St. and 3<sup>rd</sup> Street. In 2020, construction in 2 blocks of the Parkade, reconstruction of W 2<sup>nd</sup> St. and W 3<sup>rd</sup> St., and brick sidewalks added to E 2<sup>nd</sup> St. has been occurring. A revised Site Plan for the Plaza was approved in March 2020, which included matching the new brick pattern started in the downtown into the Plaza but also along the public sidewalk. The 2016 Plaza and sidewalk site plan was approved with a troweled joint concrete sidewalk (4'x4'). The 2020 staff report noted that the developer proposed increased costs to provide full brick be covered by the City, similar to the arrangement with the MU2 sidewalk in 2019.

Attached is a detailed proposal from the developer on the sidewalk costs. Staff has quotes for each item, supporting this summary. The proposal includes the developer completing this area, including ordering the brick needed to do so.

Staff has reviewed the proposal and met with the developer's team to discuss questions. Staff recommends approving up to \$88,930.00. There are a couple of line items that were adjusted from the proposal, after discussion with the developer, as follows:

- \$12,941 for Sub grade and Rock  
 While there is different sub grade work for the bricks, there would have been prep work and fill required for the sidewalk to match surrounding areas, to meet ADA requirements, meet street grades, and meet Plaza grades/stairs. The developer estimates ½ day prep work with the existing situation. Therefore, \$500 was deducted from this line item. Staff recommends reimbursing up to \$12,440.



- **\$8,132.52 Construction Management (CM) Fee**  
Some construction management would be required no matter what type of sidewalk is installed. Private development is responsible for creating connections and a safe environment for the public, if that's been changed as a result of the development. The fee proposed is 10% of the project cost, after the credit on a concrete sidewalk. With the reduction for sub grade and rock, this calculates to \$8,084.16.

Council may recall discussions on a parking ramp and potential Development Agreement Amendment with River Place Properties. Resolution 22,054 dated July 20, 2020 supported a Term Sheet, which included the brick sidewalk upgrade costs as part of the rebates with that amendment. An Amended Development Agreement is anticipated later this year. Therefore, staff recommends cash payment not to exceed \$88,930.00 to River Place Properties after acceptance of the improvements, with invoices documenting the work covered in this memo, and if the Amended Development Agreement is not completed. A Development Agreement Amendment is currently underway.

Area	Contractor	Item	Cost	Source	Notes	
Streetscape MU2	Bowers	Paving & Sidewalks	\$ 19,435.00	Email 6/18/19		
	EVP>City	Previous credit for sidewalks	\$ (7,700.00)	EVP .xls		
	<b>Credit Due</b>	<b>EVP&gt;City</b>	<b>\$ 11,735.00</b>			
Plaza Streetscape	Bentons	Sub grade & Rock	\$ 12,941.00	Quote 3/23/20		
	Cunningham	Planter Box Curb	\$ 7,700.00	Quote 4/1/20		
	Matthias	2020 Plaza Brick City ROW	\$ 69,457.16	Estimate 9/2/20	Matthias provides brick	
	Chapman	Planter Box Conduits & Receptacles	\$ 2,982.00	Quote 6/25/20	Planter box moved after conduit was in	
		<b>EVP Credit</b>		<b>\$ (11,735.00)</b>		
		<b>EVP Credit</b>	<b>Additional Site Preparation</b>	<b>\$ (500.00)</b>		
	<b>Total</b>		<b>\$ 80,845.16</b>			
	CM Fee - 10%	EVP	\$ 8,084.52	EVP Quote		
	<b>Due from City</b>		<b>\$ 88,929.68</b>			



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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**MEMORANDUM**  
*Administration Division*

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** September 1, 2020  
**SUBJECT:** CDBG-CV Service Agency Contract: Pathways Behavioral Services, Inc.

In April 2020, the CARES Act was passed in response to COVID-19. Part of the Act provides additional funds through the Community Development Block Grant to support activities that prevent, prepare for, and respond to coronavirus. Cedar Falls received \$160,662 for CDBG-CV. The City amended its FFY19 Annual Action Plan in June 2020, to indicate how the CDBG-CV funds would be utilized. The plan calls for utilizing 20% of the funds, \$32,132, to support service agency activities during the pandemic. The City contacted the service agencies under contract for FFY19 for proposals. Since only one agency responded requesting \$20,000, staff distributed a Request for Proposals (RFP) from service agencies, seeking to utilize the remaining funding available (\$12,132). We received requests totaling \$215,581.00.

Pathways Behavioral Services, Inc. has annually been funded through the City's CDBG program. Staff proposes utilizing the remaining Cedar Falls CDBG-CV service agency allocation to support Pathways. Other requests can be considered utilizing the anticipated funds from the State's CDBG-CV program.

Attached is a proposed contract amendment with the Pathways Behavioral Services, Inc. for support to individuals seeking substance abuse treatment and the costs associated with providing a safe treatment environment during the pandemic.

The Department of Community Development recommends that the City Council adopt a resolution approving the amendment.

Xc: Karen Howard, Planning & Community Services Manager

## FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment to Agreement for Professional Services is made and entered into this 27 day of August, 2020, by and between the City of Cedar Falls, Iowa (hereinafter "City"), and **Pathways Behavioral Services, Inc.** (hereinafter "Agency").

WHEREAS, the City and the Agency entered into a certain Agreement for Professional Services dated December 16, 2019, which established the terms and conditions whereby providing food products for eligible low- and moderate-income residents of Cedar Falls would occur through CDBG funds (hereinafter the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, changes in the scope of services or changes in compensation may be made by written amendment; and

WHEREAS, the City has received additional funds through the Coronavirus Aid, Relief, and Economic Security (CARES) Act; and

WHEREAS, the City has completed a Substantial Amendment to its Annual Action Plan for Federal Fiscal Year 2019 in order to disburse additional funds to Service Agencies; and

WHEREAS, amending the Agreement with the Agency to provide additional funding to pay for Cedar Falls residents' participation in residential substance abuse treatment and detox services in Pathways' Residential Treatment Unit and Detox Unit is an appropriate use of funds under the CARES Act and is in the best interest of the residents of Cedar Falls.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Paragraph 4 of the Agreement is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2019 and ending June 30, 2020. This agreement will be valid upon execution by the CITY and AGENCY.

Additional activities through the CARES Act shall be completed by March 31, 2021.

2. Paragraph 6 of the Agreement is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$6,460 of Community Development Block Grant funds.

Additional activities through the CARES Act shall not exceed \$18,592.

3. Exhibit B of the Agreement is hereby amended by striking that Exhibit in its entirety and substituting in lieu thereof the attached Exhibit B-1.
4. The City and Agency hereby acknowledge and agree that all of the terms and conditions of the Agreement, including Exhibits, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this First Amendment to Agreement for Professional Services.



IN WITNESS WHEREOF, City and Agency have executed this First Amendment to Agreement for Professional Services at Cedar Falls, Iowa, effective as of the date first stated above.

**AGENCY:**

**CITY:**

**PATHWAYS BEHAVIORAL SERVICES, INC.**

**CITY OF CEDAR FALLS, IOWA**

BY:   
David A. Becker

BY: \_\_\_\_\_

ATTEST: 

ATTEST: \_\_\_\_\_

DATE: 8-27-2020

DATE: \_\_\_\_\_

**PATHWAYS BEHAVIORAL SERVICES**  
**Recovery House Budget**  
**Fiscal Year End June 30, 2021**

	Detox	Residential	lost revenue due to Covid-19	Combined
<b>REVENUES:</b>	<b>\$44,377.00</b>	<b>\$44,377.00</b>		<b>\$44,377.00</b>
Ia Dept of Public Health Grants	\$188,160.00	\$539,522.00		\$727,682.00
City Governments	\$0.00	\$579.00		\$579.00
Cedar Falls CDBG	\$6,000.00	\$6,000.00	\$18,592.00	\$30,592.00
Client Fees	\$36,000.00	\$19,700.00	(\$11,140.00)	\$55,700.00
3rd party insurance	\$112,000.00	\$99,000.00	(\$42,200.00)	\$211,000.00
Medicaid	\$225,388.00	\$142,000.00	(\$73,478.00)	\$367,388.00
Miscellaneous	\$0.00	\$5,600.00		\$5,600.00
<b>Total Revenues</b>	<b>\$567,548.00</b>	<b>\$812,401.00</b>	<b>(\$108,226.00)</b>	<b>\$1,271,723.00</b>
<b>EXPENSES:</b>				
Salaries	\$360,385.00	\$333,484.00		\$693,869.00
Benefits and taxes	\$100,023.00	\$109,158.00		\$209,181.00
Utilities	\$4,207.00	\$11,500.00		\$15,707.00
Repairs and Maint.	\$2,396.00	\$17,472.00		\$19,868.00
Insurance	\$2,400.00	\$5,583.00		\$7,983.00
Telephone	\$2,215.00	\$3,600.00		\$5,815.00
Postage	\$79.00	\$120.00		\$199.00
Office Supplies	\$4,800.00	\$2,400.00		\$7,200.00
Household supplies	\$7,500.00	\$13,000.00		\$20,500.00
Groceries	\$2,000.00	\$14,900.00	(\$3,380.00)	\$13,520.00
Computer Support	\$3,600.00	\$6,000.00		\$9,600.00
Subcontract services-medical director, dietician, nurse	\$69,000.00	\$6,900.00		\$75,900.00
Travel	\$240.00	\$2,600.00		\$2,840.00
Certification/Subscriptions	\$600.00	\$660.00		\$1,260.00
Staff Training	\$4,370.00	\$3,119.00		\$7,489.00
Educational Materials	\$0.00	\$420.00		\$420.00
Client services	\$0.00	\$4,260.00	(\$852.00)	\$3,408.00
Miscellaneous	\$360.00	\$360.00		\$720.00
General and administrative	\$64,081.00	\$72,585.00		\$136,666.00
Depreciation	\$32,000.00	\$10,000.00		\$42,000.00
<b>Total Expenses</b>	<b>\$660,256.00</b>	<b>\$618,121.00</b>	<b>(\$4,232.00)</b>	<b>\$1,274,145.00</b>
<b>Excess Expenses</b>	<b>(\$92,708.00)</b>	<b>\$194,280.00</b>	<b>(\$103,994.00)</b>	<b>(\$2,422.00)</b>

h:\excel\budget\recoveryhousedetox21



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Administration Division*

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** September 1, 2020  
**SUBJECT:** Request to Set Date of Public Hearing: State award of CARES Act Community Development Block Grant funds (CDBG-CV)

In April 2020, the CARES Act was passed in response to COVID-19. The State notified us in mid-May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities. Cedar Falls is a CDBG Entitlement Community and could receive \$369,432 of State CDBG-CV funds. On August 14<sup>th</sup> we were notified that the crucial Federal Register Notice occurred and applications were due to the State by September 1, 2020. We are required to hold a local public hearing related to the projects requested for funding.

CDBG-CV funds are to support activities that prevent, prepare for, and respond to coronavirus. Because they are CDBG funds, we must also meet a National Objective such as benefit to low- and moderate- income (LMI) persons; aid in the prevention or elimination of slums or blight; and/or meet an urgent need. During the pandemic, many CDBG programs have looked to fund public service agencies. This includes a range of non-profit organizations that provide services such as job training, fair housing counseling, health services, services for senior citizens, housing for homeless, and the like. Cedar Falls distributed a Request for Proposals (RFP) for service agencies, seeking proposals to be used by the local CDBG-CV funds we received and approved in May 2020 (\$32,132). The response to the RFPs was well over the funds we have available, therefore we propose utilizing State funding of \$88,250 toward service agencies and the staff time needed to monitor contracts and report compliance.

The remainder of the funding is proposed for park upgrades at Gateway Park and Seerley Park. Both are within low to moderate income census block groups. Improvements would include changing the woodchip surface to rubber mats to make the areas cleaner and more accessible for those with physical challenges. Each park would also have two additional play structures that can be used by kids with disabilities. The

proposed funding for the improvements and staff time to develop bid documents and ensure federal compliance would total \$281,182.

Staff recommends setting the public hearing for September 21, 2020 on the proposed funding distribution of the State's CDBG-CV funding to Cedar Falls. Attached is the application submitted to the State.

Please contact me with any questions. Thank you.

Attachments: Cedar Falls Entitlement Application

## Entitlement CDBG-CV Application

**Name of City:** Cedar Falls

**Allocation Amount:** \$369,432.00

### General Considerations:

1. 70% of funds must be for Low-to Moderate Income Activities.
2. Include maps of targeted areas (if applicable)
3. Estimate the amount of funds allocated to activity delivery cost per unit or individual activity. Activity delivery cost will be the source of administration dollars for your city to administer these funds. HUD put out a CPD Notice about activity delivery costs vs. general administration costs:  
<https://files.hudexchange.info/resources/documents/Notice-CPD-13-07-Allocating-Staff-Costs-Program-Administration-Delivery-Costs-CDBG.pdf>.
4. This is a non-competitive application. IEDA is seeking information on how you will expend your allocation (referenced above) of IEDA's CDBG-CV second allocation funds.
5. Funds will need to be expended by 7/20/25
6. 80% of the funds must be spent by 7/20/23
7. Unless waived or modified by the Federal Register Notice, all state CDBG regulations will govern these funds.

### Submit with the Application:

1. Cover Page: The application must be accompanied by a letter on City letterhead signed by the Chief Elected Official authorizing IEDA to consider the application
2. Applicant Disclosure Report: <https://www.hud.gov/sites/documents/2880.PDF>
3. Federal Assurances Signature Page:  
<http://www.iowaeconomicdevelopment.com/userdocs/documents/ieda/FEDERALASSURANCESIGNATUREPAGE.doc>
4. Public Hearing minutes and the notification of the public hearing. Instructions for the public hearing can be found on the next page.

**Origin of Funds:** HUD announced on May 11,2020 the availability of a second round of \$1 billion in CDBG-CV funds for states which allowed them to fund activities in entitlement areas:  
[https://www.hud.gov/sites/dfiles/CPD/documents/Revised\\_CDBG-CV2\\_Methodology.pdf](https://www.hud.gov/sites/dfiles/CPD/documents/Revised_CDBG-CV2_Methodology.pdf). The state decided to allocate these funds to entitlements based upon population.

HUD has also released a Federal Register notice about the funds <https://www.hud.gov/sites/dfiles/CPD/documents/FR-6218-N-01-CDBG-CV-clean-8-7-20-header-for-posting.pdf>

**Program Descriptions:** Please answer the questions starting on the next page for each program. There can be more than three programs, complete the questions for as many programs as you plan to fund. The programs should meet the needs of the COVID-19 response for your community.

It will be important to remember that a Duplication of Benefits will be required for these funds. IEDA will work with you on developing forms and submission requirements to assure that funds will not be duplicated and that there is still an unmet need that these CDBG-CV dollars can meet.

**Next Steps:** After your community submits the entitlement application, it will be reviewed by IEDA staff and approved by our Director. IEDA will be unable to send an award letter or contract until HUD issues the CDBG-CV funds Federal Register notice. Once published, IEDA will notify you to determine in any other application materials will need to be submitted before IEDA can send you an award letter and contract.



**Overall Budget** (add as many lines as you need):

Program	Amount of Funds	Activity Delivery Cost Per Unit or Individual Activity	National objective
1-Service Agencies Support	\$81,000	\$7,250	Low-to Moderate Income
2- Neighborhood Recreational Amenities (i.e Parks, Playgrounds, Trees)	\$261,500	\$19,682	Low-to Moderate Income
3-			NA
Total amount	\$344,500	\$29,250	

**Public Hearing Instructions:**

The purpose of the hearing is to make the public aware of the application to IEDA to spend the CDBG-CV funds allocated to the City.

*Publication:* The public hearing notice must be published no more than 20 days and no less than 4 days from the date of the public hearing. The notification should follow the Cities normal protocols for publication. These can be in the paper, posted, or electronically posted.

*Public Hearing:* The City should follow their normal public hearing protocols. These can be virtual or in-person. The public hearing must include:

1. Need for the CDBG project
2. Description of the CDBG funded project & activities
3. The amount of CDBG funds for the project
4. Estimated amount of CDBG assistance that will benefit low-and moderate-income persons
5. The location of project activities
6. Any relocation that will have to take place because of the CDBG project
7. City/ County contact information for residents to contact with concerns or complaints regarding the project
8. Community Development and Housing Needs of low to moderate persons in the City and any planned or potential activities to address these needs. The City should ask for public input on this item and include public comments in the minutes.
9. Other Community Development and Housing needs and any planned or potential activities to address these needs. The City should ask for public input on this item and include public comments in the minutes.

*Minutes:* The public hearing minutes from the hearing must include the information provided at the hearing on the 9 points listed above.

**Program Descriptions** (add as many as you need):**Program 1 Name:** Local Service Agencies Support

1. **Eligible Activity:** Cedar Falls requested proposals from service agencies to support work with Low-to Moderate Income persons needing assistance either preparing, preventing, or responding to the coronavirus. In Cedar Falls' FFY2019-2023 Consolidated Action Plan it was noted that "...the City is financially supporting service providers that can accommodate special needs populations using their expertise and facilities, thus preventing duplication of services in the community. An additional strength is the sheer number of agencies, organization, and entities that can offer services to the community. Gaps include those caused by funding limitations and an apparent lack of service education for residents and provider coordination." Cedar Falls would like to utilize a portion of the CDBG-CV funds through the State to respond to needs created by COVID-19, that we received from Pathways Behavioral Services, Jesse Cosby Neighborhood Center, Exceptional Persons, Inc., Ethnic Minorities of Burma Advocacy & Resource Center (EMBARC), and Eastside Ministerial Alliance, Inc.
2. **National Objective (if LMI, discuss how you will determine LMI):** LMI – Each service agency will complete income verification for individuals/family served using the 2020 income limits:

	1	2	3	4	5	6	7	8
Extremely Low Income	\$15,250	\$17,400	\$21,720	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120
Very Low Income	\$25,400	\$29,000	\$32,650	\$36,250	\$39,150	\$42,050	\$44,950	\$47,850
Low Income	\$40,600	\$46,400	\$52,200	\$58,000	\$62,650	\$67,300	\$71,950	\$76,600

3. Funds allocated to the Program: \$88,250
4. Description of the program:
  - **Pathways Behavioral Services** – Funding to support the costs of providing substance abuse treatment and detox at their residential units. To prevent the spread of COVID-19, they have reduced room capacity from the normal two occupants per bedroom to one per bedroom. Facility and staff costs remain the same, however. Therefore, support is needed to continue to provide this facility and service to income-eligible Cedar Falls residents. This is a need that would not have occurred but for COVID-19 impacts.
  - **Jesse Cosby Neighborhood Center** – Serves low and no income individuals and families who are at or below the poverty level. They target individuals who have either lost their jobs, been laid off work, have lost their homes and are struggling to support themselves and their families. The Center proposes to expand their No One With Out A Home program, to meet the needs of clients impacted by COVID-19. The CDBG-CV funds will be used for deposits, rent and utilities. This is a new service by this agency in Cedar Falls.
  - **Exceptional Persons, Inc. (EPI)** – This agency provides residential services to persons with behavioral health concerns, intellectual disabilities, & brain injuries, typically in group home settings. Rental assistance to income-eligible existing clients and new clients in Cedar Falls is requested. Many have been out of work since mid-March due to temporary business closure and reduced staffing needs. This is an increase in service due to the need for financial support covering rents that would not have been needed but for COVID-19 impacts.
  - **Ethnic Minorities of Burma Advocacy & Resource Center (EMBARC)** – This organization helps refugees integrate and become self-sufficient. Income-eligible interns would be paid a stipend in return for helping refugees in the area to meet their basic needs like food and shelter as well as to reduce their language and literacy barriers by translating. In addition, interns would translate information for increasing awareness, as well as prevention and response efforts to coronavirus, for refugees in Cedar Falls. This is a new service by this agency in Cedar Falls.

- **Eastside Ministerial Alliance, Inc. (EMA)** – Funding to mitigate the impacts of poverty is requested. CDBG-CV funds would be used to provide financial assistance for those with a three-day notice of eviction, due to late rent or mortgage. The requests for support have greatly increased, with many unemployed individuals/families seeking assistance. Households in crisis, complete an application where their income eligibility is determined and based on that, a payment of \$100-250 is made to support their needs. This is a new service by this agency in Cedar Falls.
5. Describe the criteria that will be used to select applications and the relative importance of these criteria: Cedar Falls received seven responses to the Request for Proposals. Initially, we had only our local CDBG-CV entitlement funds. These have been quickly used and more need exists. With the State CDBG-CV funds, we would fund five of the agencies. Their work closely aligned with preparing, preventing and responding to coronavirus showing an increased need due to the pandemic. These agencies also demonstrated an understanding of the local community and how to track their services including completing income eligibility determinations.
  6. Describe threshold factors and anticipated award amounts: The requests for funding ranged from \$6,000 - \$40,000. We would like to fund all of them, at the amount requested.
  7. Estimate on the number of families assisted: 100
  8. Describe how the planned activity targets public health, coronavirus, and housing and economic disruption needs directly: The services the agencies provide range from substance abuse treatment; homelessness; support to individuals with behavioral health concerns, intellectual disabilities, & brain injuries; refugees; and rent/mortgage payments after eviction notice. These are some of our most vulnerable populations when it comes to economic disruption. Assistance is targeted to those affected by the coronavirus, having lost a job (Jesse Cosby, EPI, EMA) or working to support others (Pathways, EMBARC).
  9. Describe how this program will help you expend 80% of your funding by 7/20/2023: All service agencies anticipate the funding requested would be utilized by the end of 2021. Not knowing the extent or length of the pandemic, none wished to request more at this time. The service agency request by Cedar Falls is \$88,250 (24% of the overall funds).
  10. Please list dates and percentages to reach 80% by 7/20/2023: The service agency request by Cedar Falls' is \$88,250 (24% of the overall funds).

Date	Amount of Funds	Percentage of Funds
7/20/2021	\$58,833	66%
7/20/2022	\$29,417	100%

**Program 2 Name:** Neighborhood Recreational Amenities

1. **Eligible Activity:** Cedar Falls FFY2019-2023 Consolidated Action Plan described the need for additional and improved public facilities. This included bus shelters, park playground, sidewalk and trail improvements. Since the City has a \$70,000 sidewalk infill project in LMI areas contracted currently and with its FFY20 Annual Action Plan plans another \$160,000 toward this, park playground improvements is our next priority. This is especially important during the pandemic, as emphasis on outdoor interactions (versus indoor) and social distancing are key actions. HUD allows the use of CDBG funds for public facilities and improvements (24 CFR 570.201(c)). This includes improvements to parks and playgrounds. Such facilities are integral to the quality of life for community residents and open to the general public.
2. **National Objective (if LMI, discuss how you will determine LMI)** Two parks under consideration are shown on the attached map. Within Gateway Park's service area, 8 block groups with an LMI over 51% are served. This is also within the elementary school boundary that has the highest percentage of free/reduced lunches: North Cedar Elementary. Seerley Park's service area serves 4 block groups with an LMI over 51%. Both of these parks are in LMI target areas.

Park	Type	Size	Service Area
Gateway	Community	13.2	1-2 miles
Seerley	Neighborhood	2.5	.25-.5-miles

3. Funds allocated to the Program: \$281,182
4. **Description of the program:** We have playgrounds that need improvements to their play surface and additional equipment to better serve the children in our community, especially to allow those with disabilities to use our playgrounds. These improvements would be in parks specifically benefitting individuals and families within LMI target areas. Children of all ages and abilities should be able to play in our parks. The City proposes to remove woodchip surfaces in two playgrounds, replacing it with rubber mats. This has been met with much success in the elementary school playgrounds. We also propose to add at least two play structures that can be used by kids with disabilities, in each park. Cedar Falls recently opened an inclusive park and it has been wildly popular. It attracts kids and families from all over the community. We would repeat popular elements of that playground, with this proposal to expand into other parks with inclusive play structures. A solid play surface under the expanded playground area would be installed. If any additional sidewalk connection is needed from parking lot or existing playground, to the expanded area, that would be part of this project. The cost for equipment, materials, and time to construct/install would be part of this program. Activity delivery time includes preparing plans for bidding, following federal requirements in bidding and construction, and processing payments. If the program is approved, the City would create detailed plans and cost estimates for the projects, within the funding available. After that, the project would be bid for work to occur in 2021.
5. **Describe the criteria that will be used to select applications and the relative importance of these criteria:** This project proposes improvements to City facilities open to the public, with a focus in Low to-Moderate Income areas. It would be publicly bid to select equipment, materials, and a contractor to complete the work.
6. **Describe threshold factors and anticipated award amounts:** The amount available for parks projects has been based on remaining CDBG-CV funds after first supporting the full requests of area service agencies. The remainder is then proposed toward park projects aimed at improving parks that are in LMI areas and serve several LMI block groups. The enhancements will allow kids of all physical and mental abilities to play on the playground, supporting getting outdoors and supporting physical and emotional wellbeing during the pandemic.

7. Estimate on the number of families assisted: Gateway and Seerley Parks will be improved. Within Gateway Park's service area (2 miles), 8 block groups with an LMI over 51% are served. We estimate 9,185 households. Seerley Park's service area (1/2 mile) includes 1,649 households and serves 4 block groups with an LMI over 51%. Both of these parks are in LMI target areas.
8. Describe how the planned activity targets public health, coronavirus, and housing and economic disruption needs directly: Humans need both interaction and physical activity. A park is the perfect place for kids and families to meet this need. Therefore this project is a direct way to provide for such needs, in a way that responds to the coronavirus, while encouraging outdoor interaction and physical distancing. Therefore, it can also be a way to prevent spread. Parks serve nearby neighborhoods. They can be used whether sheltering in place or simply trying to reduce or distance interactions since they are in a larger outdoor space. Families are looking for outdoor recreation where a picnic lunch, afternoon laying under a tree, or kids playing on the playground can occur. In addition, parks are free and available from sunrise to sunset. Families of any income may use any of the parks. Families that are unemployed may be more likely to use parks as a way to provide activities for their kids that do not cost anything. The City's parks directly respond to economic disruption by providing opportunities for all.
9. Describe how this program will help you expend 80% of your funding by 7/20/2023: The project(s) would be bid in Spring 2021, for completion no later than November 2021. This program request by Cedar Falls is \$281,182 (76% of the overall funds).
10. Please list dates and percentages to reach 80% by 7/20/2023:

Date	Amount of Funds	Percentage of Funds
7/20/2021	\$70,295.50	25%
7/20/2022	\$210,886.50	100%

**ADMINISTRATION**

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

**MEMORANDUM**

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** August 20, 2020  
**SUBJECT:** Partial Property Tax Exemption for Owen 5, LLC  
1325 Rail Way in the Cedar Falls Industrial Park

Staff would like to request that City Council set a date of public hearing for the above referenced project that was approved by a Development Agreement in June 2019. The requested date of public hearing will be September 21, 2020. Additional information regarding the partial property tax exemption and project construction status will be provided to City Council prior to the public hearing.

If you have any questions regarding this project, please feel free to contact me.



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

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

RESOLUTION SETTING PUBLIC HEARING AND DIRECTING PUBLICATION OF NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO OWEN 5, LLC, FOR A NEW INDUSTRIAL USE SHOP/OFFICE FACILITY TO BE CONSTRUCTED AT 1325 RAIL WAY, CEDAR FALLS, IOWA

WHEREAS, a request was submitted by Owen 5, LLC, to the City Council of the City of Cedar Falls, Iowa, to adopt an Ordinance granting a partial property tax exemption to Owen 5, LLC, in connection with an industrial use shop/office facility to be constructed at 1325 Rail Way, Cedar Falls, Iowa, and

WHEREAS, the City Council has determined that a public hearing should be scheduled on said request, and notice of said public hearing should be published as required by law.

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

1. That the request of Owen 5, LLC, to pass an Ordinance granting a partial property tax exemption to Owen 5, LLC, in connection with an approximate 10,000 square foot industrial use shop/office facility to be constructed on property located at 1325 Rail Way, Cedar Falls, Iowa, more particularly described as follows:

**Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).**

To protect against the spread of COVID-19, said meeting will be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com).

2. That the City Clerk is hereby authorized and directed to publish notice of said public hearing in the Waterloo-Cedar Falls Courier once, not less than four (4) nor more than twenty (20) days before the date of said hearing.

INTRODUCED AND ADOPTED this 8<sup>th</sup> day of September 2020.

---

Robert M. Green, Mayor

ATTEST:

---

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa,  
hereby certify that the above and foregoing is a true and correct typewritten copy of  
Resolution Number \_\_\_\_\_ duly and legally adopted by the City Council of said City on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the  
official seal of the City of Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE  
GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO OWEN 5, LLC,  
FOR A NEW INDUSTRIAL USE SHOP/OFFICE FACILITY TO BE  
CONSTRUCTED ON PROPERTY LOCATED AT 1325 RAIL WAY, CEDAR  
FALLS, IOWA

TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 21<sup>st</sup> day of September, 2020, a public hearing will be held by the City Council of the City of Cedar Falls, Iowa, on the proposal to adopt an Ordinance granting a partial exemption from property taxation as provided in Article II, Tax Exemptions of Chapter 21, Taxation of the Code of Ordinances of the City of Cedar Falls, Iowa, and Section 427B.1, Code of Iowa, based on the request by Owen 5, LLC, for the actual value added to real estate by the construction of an approximate 10,000 square foot industrial use shop/office facility to be constructed on property located at 1325 Rail Way, Cedar Falls, Iowa, more particularly described as follows:

**Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).**

To protect against the spread of COVID-19, said meeting will be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com).

A copy of the proposed Ordinance is now on file in the office of the City Clerk of the City of Cedar Falls, Iowa. Written objections to the adoption of said Ordinance granting a partial property tax exemption may be filed with the City Clerk of Cedar Falls, Iowa, on or before the date of hearing, and all objections will be heard at the time of said hearing.

---

Jacqueline Danielsen, MMC, City Clerk

**ADMINISTRATION**

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

**MEMORANDUM**

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** August 20, 2020  
**SUBJECT:** Partial Property Tax Exemption for Zuidberg NA, LLC  
2700 Capital Way in the Cedar Falls Industrial Park

Staff would like to request that City Council set a date of public hearing for the above referenced project that was approved by a Development Agreement in April 2019. The requested date of public hearing will be September 21, 2020. Additional information regarding the partial property tax exemption and project construction status will be provided to City Council prior to the public hearing.

If you have any questions regarding this project, please feel free to contact me.

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

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

RESOLUTION SETTING PUBLIC HEARING AND DIRECTING PUBLICATION OF NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO ZUIDBERG NA, LLC, FOR A NEW INDUSTRIAL USE WAREHOUSE AND OFFICE FACILITY TO BE CONSTRUCTED AT 2700 CAPITAL WAY, CEDAR FALLS, IOWA

WHEREAS, a request was submitted by Zuidberg NA, LLC, to the City Council of the City of Cedar Falls, Iowa, to adopt an Ordinance granting a partial property tax exemption to Zuidberg NA, LLC, in connection with an industrial use warehouse and office facility to be constructed at 2700 Capital Way, Cedar Falls, Iowa, and

WHEREAS, the City Council has determined that a public hearing should be scheduled on said request, and notice of said public hearing should be published as required by law.

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

1. That the request of Zuidberg NA, LLC, to pass an Ordinance granting a partial property tax exemption to Zuidberg NA, LLC, in connection with an approximate 30,000 square foot industrial use warehouse and office facility to be constructed on property located at 2700 Capital Way, Cedar Falls, Iowa, more particularly described as follows:

**Lot 21 and 22, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.54 acres more or less).**

To protect against the spread of COVID-19, said meeting will be conducted via videoconference and directions on how to participate in the meeting will be



included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com).

2. That the City Clerk is hereby authorized and directed to publish notice of said public hearing in the Waterloo-Cedar Falls Courier once, not less than four (4) nor more than twenty (20) days before the date of said hearing.

INTRODUCED AND ADOPTED this 8<sup>th</sup> day of September 2020.

---

Robert M. Green, Mayor

ATTEST:

---

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa,  
hereby certify that the above and foregoing is a true and correct typewritten copy of  
Resolution Number \_\_\_\_\_ duly and legally adopted by the City Council of said City on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the  
official seal of the City of Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE  
GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO ZUIDBERG  
NA, LLC, FOR A NEW INDUSTRIAL USE WAREHOUSE AND OFFICE  
FACILITY TO BE CONSTRUCTED ON PROPERTY LOCATED AT 2700  
CAPITAL WAY, CEDAR FALLS, IOWA

TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 21<sup>st</sup> day of September, 2020, a public hearing will be held by the City Council of the City of Cedar Falls, Iowa, on the proposal to adopt an Ordinance granting a partial exemption from property taxation as provided in Article II, Tax Exemptions of Chapter 21, Taxation of the Code of Ordinances of the City of Cedar Falls, Iowa, and Section 427B.1, Code of Iowa, based on the request by Zuidberg NA, LLC, for the actual value added to real estate by the construction of an approximate 30,000 square foot industrial use warehouse and office facility to be constructed on property located at 2700 Capital Way, Cedar Falls, Iowa, more particularly described as follows:

**Lot 21 and 22, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.54 acres more or less).**

To protect against the spread of COVID-19, said meeting will be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com).

A copy of the proposed Ordinance is now on file in the office of the City Clerk of the City of Cedar Falls, Iowa. Written objections to the adoption of said Ordinance granting a partial property tax exemption may be filed with the City Clerk of Cedar Falls, Iowa, on or before the date of hearing, and all objections will be heard at the time of said hearing.

---

Jacqueline Danielsen, MMC, City Clerk

**ADMINISTRATION**

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Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
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[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** August 20, 2020  
**SUBJECT:** Partial Property Tax Exemption for Tjaden Properties, LLC  
2800 Technology Parkway in the Cedar Falls Industrial Park

Staff would like to request that City Council set a date of public hearing for the above referenced project that was approved by a Development Agreement in July 2019. The requested date of public hearing will be September 21, 2020. Additional information regarding the partial property tax exemption and project construction status will be provided to City Council prior to the public hearing.

If you have any questions regarding this project, please feel free to contact me.

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

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

RESOLUTION SETTING PUBLIC HEARING AND DIRECTING PUBLICATION OF NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO TJADEN PROPERTIES, LLC, FOR A NEW INDUSTRIAL USE MANUFACTURING/SHOP FACILITY TO BE CONSTRUCTED AT 2800 TECHNOLOGY PARKWAY, CEDAR FALLS, IOWA

WHEREAS, a request was submitted by Tjaden Properties, LLC, to the City Council of the City of Cedar Falls, Iowa, to adopt an Ordinance granting a partial property tax exemption to Tjaden Properties, LLC, in connection with an industrial use manufacturing/shop facility to be constructed at 2800 Technology Parkway, Cedar Falls, Iowa, and

WHEREAS, the City Council has determined that a public hearing should be scheduled on said request, and notice of said public hearing should be published as required by law.

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

1. That the request of Tjaden Properties, LLC, to pass an Ordinance granting a partial property tax exemption to Tjaden Properties, LLC, in connection with an approximate 19,000 square foot industrial use manufacturing/shop facility to be constructed on property located at 2800 Technology Parkway, Cedar Falls, Iowa, more particularly described as follows:

**Parcel “A” of “Replat of Lot 16 and Tract “B”, West Viking Road Industrial Park Phase IV” in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less).**

To protect against the spread of COVID-19, said meeting will be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com).

2. That the City Clerk is hereby authorized and directed to publish notice of said public hearing in the Waterloo-Cedar Falls Courier once, not less than four (4) nor more than twenty (20) days before the date of said hearing.

INTRODUCED AND ADOPTED this 8<sup>th</sup> day of September 2020.

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Robert M. Green, Mayor

ATTEST:

---

Jacqueline Danielsen, MMC, City Clerk



CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa,  
hereby certify that the above and foregoing is a true and correct typewritten copy of  
Resolution Number \_\_\_\_\_ duly and legally adopted by the City Council of said City on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the  
official seal of the City of Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Jacqueline Danielsen, MMC, City Clerk

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

NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE  
GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO TJADEN  
PROPERTIES, LLC, FOR A NEW INDUSTRIAL USE  
MANUFACTURING/SHOP FACILITY TO BE CONSTRUCTED ON  
PROPERTY LOCATED AT 2800 TECHNOLOGY PARKWAY, CEDAR  
FALLS, IOWA

TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 21<sup>st</sup> day of September, 2020, a public hearing will be held by the City Council of the City of Cedar Falls, Iowa, on the proposal to adopt an Ordinance granting a partial exemption from property taxation as provided in Article II, Tax Exemptions of Chapter 21, Taxation of the Code of Ordinances of the City of Cedar Falls, Iowa, and Section 427B.1, Code of Iowa, based on the request by Tjaden Properties, LLC, for the actual value added to real estate by the construction of an approximate 19,000 square foot industrial use manufacturing/shop facility to be constructed on property located at 2800 Technology Parkway, Cedar Falls, Iowa, more particularly described as follows:

**Parcel “A” of “Replat of Lot 16 and Tract “B”, West Viking Road Industrial Park Phase IV” in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less).**

To protect against the spread of COVID-19, said meeting will be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com).

A copy of the proposed Ordinance is now on file in the office of the City Clerk of the City of Cedar Falls, Iowa. Written objections to the adoption of said Ordinance granting a partial property tax exemption may be filed with the City Clerk of Cedar Falls, Iowa, on or before the date of hearing, and all objections will be heard at the time of said hearing.

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Jacqueline Danielsens, MMC, City Clerk



## ADMINISTRATION

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

## MEMORANDUM

---

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** August 25, 2020  
**SUBJECT:** Agreement for Private Development – Panther Builders, LLC

Staff would like to request that a public hearing be scheduled for September 21, 2020 to address a proposed Agreement for Private Development with Panther Builders, LLC. The project consists of the construction of a new 3,500 square foot commercial building at 616 Clay Street. Additional information pertaining to this project and corresponding agreement terms will be provided to City Council prior to the public hearing.

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

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

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

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

RESOLUTION SETTING DATE OF PUBLIC HEARING TO  
CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR  
PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR  
FALLS, IOWA, AND PANTHER BUILDERS, LLC

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, and amended by Amendment No. 1, approved by Resolution No. 12,795 on May 14, 2001, by Amendment No. 2, approved by Resolution No. 18,165 on July 16, 2012, by Amendment No. 3, approved by Resolution No. 18,837 on November 11, 2013, by Amendment No. 4, approved by Resolution 20,864 on December 18, 2017, and by Amendment No. 5, approved by Resolution 21,367 on December 17, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Development Area Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

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

WHEREAS, the City has received a proposal from Panther Builders, LLC (the "Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Development Area Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of an approximate 3,500 square foot commercial building, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$68,100, or the amount accrued under the formula outlined in the proposed Agreement for Private Development, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

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

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

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action; and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development with the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 21<sup>st</sup> day of September, 2020, at 7:00 p.m., to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Panther Builders, LLC, on certain terms as set forth in the proposed Agreement. To protect against the spread of COVID-19, said meeting will be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com). A copy of the proposed Agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

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

CERTIFICATE

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

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. \_\_\_\_\_ duly and legally adopted by the City Council of said City on the \_\_\_\_ day of \_\_\_\_\_, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jacqueline Danielsen  
City Clerk of Cedar Falls, Iowa



NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE  
CITY OF CEDAR FALLS IN THE STATE OF IOWA, ON THE  
MATTER OF THE PROPOSAL TO ENTER INTO AN AGREEMENT  
FOR PRIVATE DEVELOPMENT WITH PANTHER BUILDERS,  
LLC, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Cedar Falls in the State of Iowa, will hold a public hearing on September 21, 2020, at 7:00 P.M at which meeting the Council proposes to take action on the proposal to enter into an Agreement for Private Development (the "Agreement") with Panther Builders, LLC (the "Developer"). To protect against the spread of COVID-19, said meeting will be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com).

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Development Area Urban Renewal Area as defined and legally described in the Development Agreement, consisting of the construction of an approximate 3,500 square foot commercial building, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement would further obligate the City to make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to the Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$68,100, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Cedar Falls in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this 8<sup>th</sup> day of September, 2020.

City of Cedar Falls, Iowa  
By: Jacqueline Danielsen, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

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

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

**FROM:** Jon Fitch, PE, Principal Engineer

**DATE:** August 25, 2020

**SUBJECT:** Update to City Code Section 23-231 – Through Streets Designated

The intended street crossing at W 12<sup>th</sup> St and Walnut will be marked with a 4-way stop at the completion of the reconstruction project in early October to match the study and final design of this intersection. Walnut Street was lowered to help with sightlines from W 12<sup>th</sup> St.

The Engineering Division is proposing changes to City Code Section 23-231 – Through Streets Designated so the code matches what has been designed and constructed. Please see the attached changes for City Code Section 23-231 – Through Streets Designated.

The Engineering Division recommends approval of the 4-way intersection at W 12<sup>th</sup> St and Walnut St.

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

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

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

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE MAINTAINING WALNUT STREET AS AN ARTERIAL THROUGH STREET FROM FIRST STREET TO THE END OF THE STREET SOUTH OF 29<sup>TH</sup> STREET, BUT ADDING AN EXCEPTION AT 12<sup>TH</sup> STREET TO THE EXCEPTIONS AT SIXTH STREET, 18<sup>TH</sup> STREET, SEERLEY BOULEVARD AND UNIVERSITY AVENUE BY STRIKING THE UNNUMBERED SUBSECTION ENTITLED WALNUT STREET AND CORRESPONDING DESIGNATION IN SECTION 23-231, THROUGH STREETS DESIGNATED, OF DIVISION 3, RIGHT-OF-WAY, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING A NEW UNNUMBERED SUBSECTION ENTITLED WALNUT STREET AND CORRESPONDING DESIGNATION IN LIEU THEREOF.

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

*Section 1.* The unnumbered Subsection entitled Walnut Street and corresponding designation, of Section 23-231, Through Streets Designated, of Division 3, Right-of-Way, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new unnumbered subsection entitled Walnut Street, and corresponding designation, are hereby enacted in lieu thereof, as follows:

<i>Street</i>	<i>Portion of Street Designated as Arterial Through Street</i>
Walnut Street	From First Street to the end of the street south of 29 <sup>th</sup> Street, except at Sixth Street, 12 <sup>th</sup> Street, 18 <sup>th</sup> Street, Seerley Boulevard and University Avenue.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_

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

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

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

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

ATTEST:

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

# Daily Invoices for Council Meeting 09/08/20

PREPARED 09/03/2020, 11:25:26  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 01/2021

Item 32.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
233		02/21 AP		08/12/20	0005152	ADVANTAGE ADMIN-SECT.105	43.73			09/02/20
233		02/21 AP		08/12/20	0005152	ADVANTAGE ADMIN-SECT.105	20.41			09/02/20
ACCOUNT TOTAL							64.14	.00		64.14
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
300		02/21 AP		08/26/20	0394826	J.J. LILLIBRIDGE	260.20			08/26/20
ACCOUNT TOTAL							260.20	.00		260.20
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES										
233		02/21 AP		08/31/20	0005167	FARMERS STATE BANK	12.00			09/02/20
233		02/21 AP		08/31/20	0005168	FARMERS STATE BANK	12.00			09/02/20
233		02/21 AP		08/27/20	0005166	FARMERS STATE BANK	20.00			09/02/20
233		02/21 AP		08/12/20	0005165	FARMERS STATE BANK	20.00			09/02/20
ACCOUNT TOTAL							64.00	.00		64.00
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
233		02/21 AP		08/12/20	0005152	ADVANTAGE ADMIN-SECT.105	20.18			09/02/20
ACCOUNT TOTAL							20.18	.00		20.18
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
259		03/21 AP		07/29/20	0394845	ACCENT LASER SERVICE, INC.	439.80			08/28/20
259		03/21 AP		07/24/20	0394867	STOREY KENWORTHY	33.60			08/28/20
ACCOUNT TOTAL							473.40	.00		473.40
101-1060-423.72-19 OPERATING SUPPLIES / PRINTING										
259		03/21 AP		08/11/20	0394863	PARKADE PRINTER, INC.	206.20			08/28/20
259		03/21 AP		08/03/20	0394863	PARKADE PRINTER, INC.	123.90			08/28/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1060-423.72-19 OPERATING SUPPLIES / PRINTING						continued			
ACCOUNT TOTAL							330.10	.00	330.10
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE									
259		03/21 AP		07/27/20	0394865	QUADIENT FINANCE USA, INC. POSTAGE	153.72		08/28/20
ACCOUNT TOTAL							153.72	.00	153.72
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
259		03/21 AP		08/12/20	0394859	GORDON FLESCH COMPANY INC COPIER CONTRACT 015-1483981-000	831.53		08/28/20
ACCOUNT TOTAL							831.53	.00	831.53
101-1060-423.85-01 UTILITIES / UTILITIES									
259		03/21 AP		08/05/20	0394852	CEDAR FALLS UTILITIES LIBRARY UTILITIES	5,673.55		08/28/20
ACCOUNT TOTAL							5,673.55	.00	5,673.55
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
259		03/21 AP		08/10/20	0394855	CITY LAUNDERING CO. LIBRARY MAT SERVICE	28.00		08/28/20
233		02/21 AP		08/04/20	0005177	PROFESSIONAL SOLUTIONS JULY CREDIT CARD FEES	12.10		09/02/20
259		03/21 AP		07/27/20	0394855	CITY LAUNDERING CO. LIBRARY MAT SERVICE	28.00		08/28/20
ACCOUNT TOTAL							68.10	.00	68.10
101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
267		03/21 AP		08/17/20	0394847	BAKER & TAYLOR BOOKS YOUTH BOOKS (MEM MILLER)	10.39		08/28/20
259		03/21 AP		08/10/20	0394847	BAKER & TAYLOR BOOKS YOUTH BOOKS (MEM MILLER)	5.59		08/28/20
259		03/21 AP		08/06/20	0394847	BAKER & TAYLOR BOOKS YOUTH BOOKS (MEM MILLER)	5.59		08/28/20
259		03/21 AP		07/31/20	0394847	BAKER & TAYLOR BOOKS YOUTH BOOKS (MEM MILLER)	79.97		08/28/20
ACCOUNT TOTAL							101.54	.00	101.54

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM											
259		03/21 AP		08/15/20	0394847	BAKER & TAYLOR BOOKS	19.60			08/28/20	
		FOTL:ADULT-ADULT BOOKS									
259		03/21 AP		08/04/20	0394850	CDW GOVERNMENT, INC. NINTENDO SWITCH	42.18			08/28/20	
		FOTL:YA-MICRO SD FOR									
		ACCOUNT TOTAL						61.78	0.00		61.78
101-1060-423.93-01 EQUIPMENT / EQUIPMENT											
259		03/21 AP		08/17/20	0394868	TRAC SYSTEMS, INC FOR PHAROS PRINT STATION	2,595.00			08/28/20	
		COIN & BILL VENDSTATION									
259		03/21 AP		07/30/20	0394850	CDW GOVERNMENT, INC.	466.79			08/28/20	
		10.5" SAMSUNG TABLET									
259		03/21 AP		07/30/20	0394850	CDW GOVERNMENT, INC.	466.79			08/28/20	
		10.5" SAMSUNG TABLET									
		ACCOUNT TOTAL						3,528.58	0.00		3,528.58
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP											
259		03/21 AP		08/05/20	0394857	DEMCO, INC	30.53			08/28/20	
		BIOGRAPHY CLASS. LABELS									
259		03/21 AP		08/04/20	0394849	BRODART CO.	245.77			08/28/20	
		9" BOOK COVERING ROLLS									
		ACCOUNT TOTAL						276.30	0.00		276.30
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT											
259		03/21 AP		08/01/20	0394861	OCLC, INC.	729.27			08/28/20	
		CATLG & METADTA MNTLY SUB									
		ACCOUNT TOTAL						729.27	0.00		729.27
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS											
267		03/21 AP		08/19/20	0394847	BAKER & TAYLOR BOOKS	220.38			08/28/20	
		ADULT BOOKS									
267		03/21 AP		08/17/20	0394847	BAKER & TAYLOR BOOKS	169.75			08/28/20	
		ADULT BOOKS									
259		03/21 AP		08/15/20	0394847	BAKER & TAYLOR BOOKS	533.23			08/28/20	
		ADULT BOOKS									
259		03/21 AP		08/12/20	0394847	BAKER & TAYLOR BOOKS	181.06			08/28/20	
		ADULT BOOKS									
259		03/21 AP		08/10/20	0394847	BAKER & TAYLOR BOOKS	216.36			08/28/20	
		ADULT BOOKS									
259		03/21 AP		08/06/20	0394847	BAKER & TAYLOR BOOKS	232.19			08/28/20	
		ADULT BOOKS									
259		03/21 AP		08/04/20	0394847	BAKER & TAYLOR BOOKS	434.05			08/28/20	



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued			
259		03/21 AP		08/01/20	0394847	ADULT BOOKS BAKER & TAYLOR BOOKS	315.02		08/28/20
259		03/21 AP		07/31/20	0394847	ADULT BOOKS BAKER & TAYLOR BOOKS	297.22		08/28/20
259		03/21 AP		07/29/20	0394847	ADULT BOOKS BAKER & TAYLOR BOOKS	308.80		08/28/20
259		03/21 AP		07/27/20	0394847	ADULT BOOKS BAKER & TAYLOR BOOKS	367.73		08/28/20
259		03/21 AP		07/24/20	0394847	ADULT BOOKS BAKER & TAYLOR BOOKS	421.27		08/28/20
259		03/21 AP		07/10/20	0394851	ADULT BOOKS CEDAR FALLS HIGH SCHOOL	300.00		08/28/20
ACCOUNT TOTAL							3,997.06	.00	3,997.06
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
267		03/21 AP		08/19/20	0394847	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	13.43		08/28/20
267		03/21 AP		08/17/20	0394847	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	82.12		08/28/20
259		03/21 AP		08/15/20	0394847	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	30.19		08/28/20
259		03/21 AP		08/12/20	0394847	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	259.53		08/28/20
259		03/21 AP		08/10/20	0394847	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	38.57		08/28/20
259		03/21 AP		08/06/20	0394847	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	24.41		08/28/20
259		03/21 AP		08/04/20	0394847	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	55.95		08/28/20
259		03/21 AP		08/01/20	0394847	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	58.98		08/28/20
259		03/21 AP		07/29/20	0394847	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	176.74		08/28/20
259		03/21 AP		07/27/20	0394847	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	97.12		08/28/20
259		03/21 AP		07/24/20	0394847	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	26.30		08/28/20
ACCOUNT TOTAL							863.34	.00	863.34
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
267		03/21 AP		08/19/20	0394847	YOUTH BOOKS BAKER & TAYLOR BOOKS	28.74		08/28/20
259		03/21 AP		08/15/20	0394847	YOUTH BOOKS BAKER & TAYLOR BOOKS	37.38		08/28/20

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued			
259		03/21	AP	08/12/20	0394847	BAKER & TAYLOR BOOKS	70.63		08/28/20
		YOUTH BOOKS							
259		03/21	AP	08/10/20	0394847	BAKER & TAYLOR BOOKS	36.52		08/28/20
		YOUTH BOOKS							
259		03/21	AP	08/06/20	0394847	BAKER & TAYLOR BOOKS	31.00		08/28/20
		YOUTH BOOKS							
259		03/21	AP	08/04/20	0394847	BAKER & TAYLOR BOOKS	42.31		08/28/20
		YOUTH BOOKS							
259		03/21	AP	08/01/20	0394847	BAKER & TAYLOR BOOKS	36.05		08/28/20
		YOUTH BOOKS							
259		03/21	AP	08/01/20	0394847	BAKER & TAYLOR BOOKS	934.19		08/28/20
		YOUTH BOOKS							
259		03/21	AP	07/29/20	0394847	BAKER & TAYLOR BOOKS	37.49		08/28/20
		YOUTH BOOKS							
259		03/21	AP	07/27/20	0394847	BAKER & TAYLOR BOOKS	44.68		08/28/20
		YOUTH BOOKS							
259		03/21	AP	07/24/20	0394847	BAKER & TAYLOR BOOKS	36.27		08/28/20
		YOUTH BOOKS							
ACCOUNT TOTAL							1,335.26	.00	1,335.26
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
259		03/21	AP	08/15/20	0394847	BAKER & TAYLOR BOOKS	17.40		08/28/20
		LARGE PRINT BOOKS							
259		03/21	AP	08/11/20	0394853	CENGAGE LEARNING INC	22.39		08/28/20
		LARGE PRINT BOOKS							
259		03/21	AP	08/04/20	0394847	BAKER & TAYLOR BOOKS	17.40		08/28/20
		LARGE PRINT BOOKS							
259		03/21	AP	08/01/20	0394847	BAKER & TAYLOR BOOKS	18.60		08/28/20
		LARGE PRINT BOOKS							
259		03/21	AP	08/01/20	0394854	CENTER POINT LARGE PRINT	46.74		08/28/20
		LARGE PRINT BOOKS							
259		03/21	AP	07/29/20	0394847	BAKER & TAYLOR BOOKS	45.40		08/28/20
		LARGE PRINT BOOKS							
259		03/21	AP	07/24/20	0394847	BAKER & TAYLOR BOOKS	16.20		08/28/20
		LARGE PRINT BOOKS							
ACCOUNT TOTAL							184.13	.00	184.13
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
259		03/21	AP	08/15/20	0394847	BAKER & TAYLOR BOOKS	49.99		08/28/20
		ADULT CD BOOKS							
259		03/21	AP	08/15/20	0394848	BAKER & TAYLOR ENTERTAINMENT	20.56		08/28/20
		ADULT CD MUSIC							
259		03/21	AP	08/10/20	0394847	BAKER & TAYLOR BOOKS	63.99		08/28/20
		ADULT PLAYAWAYS							
259		03/21	AP	08/10/20	0394848	BAKER & TAYLOR ENTERTAINMENT	9.54		08/28/20

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FUND 101 GENERAL FUND										
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO						continued				
						ADULT CD MUSIC				
259		03/21	AP	08/06/20	0394847	BAKER & TAYLOR BOOKS	27.49		08/28/20	
						ADULT CD BOOKS				
259		03/21	AP	08/06/20	0394848	BAKER & TAYLOR ENTERTAINMENT	10.28		08/28/20	
						ADULT CD MUSIC				
259		03/21	AP	08/03/20	0394848	BAKER & TAYLOR ENTERTAINMENT	8.81		08/28/20	
						ADULT CD MUSIC				
259		03/21	AP	08/03/20	0394848	BAKER & TAYLOR ENTERTAINMENT	27.90		08/28/20	
						ADULT CD MUSIC				
259		03/21	AP	07/30/20	0394848	BAKER & TAYLOR ENTERTAINMENT	13.22		08/28/20	
						ADULT CD MUSIC				
259		03/21	AP	07/29/20	0394858	FINDAWAY WORLD LLC	329.95		08/28/20	
						ADULT PLAYAWAYS				
259		03/21	AP	07/28/20	0394848	BAKER & TAYLOR ENTERTAINMENT	8.81		08/28/20	
						ADULT CD MUSIC				
259		03/21	AP	07/23/20	0394848	BAKER & TAYLOR ENTERTAINMENT	9.54		08/28/20	
						ADULT CD MUSIC				
ACCOUNT TOTAL							580.08	.00	580.08	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
267		03/21	AP	08/18/20	0394848	BAKER & TAYLOR ENTERTAINMENT	39.85		08/28/20	
						ADULT VIDEOS				
267		03/21	AP	08/17/20	0394848	BAKER & TAYLOR ENTERTAINMENT	21.69		08/28/20	
						ADULT VIDEOS				
267		03/21	AP	08/17/20	0394848	BAKER & TAYLOR ENTERTAINMENT	116.58		08/28/20	
						ADULT VIDEOS				
259		03/21	AP	08/15/20	0394848	BAKER & TAYLOR ENTERTAINMENT	123.87		08/28/20	
						ADULT VIDEOS				
259		03/21	AP	08/12/20	0394848	BAKER & TAYLOR ENTERTAINMENT	12.30		08/28/20	
						ADULT VIDEOS				
259		03/21	AP	08/11/20	0394848	BAKER & TAYLOR ENTERTAINMENT	41.98		08/28/20	
						ADULT VIDEOS				
259		03/21	AP	08/10/20	0394848	BAKER & TAYLOR ENTERTAINMENT	29.99		08/28/20	
						ADULT VIDEOS				
259		03/21	AP	08/06/20	0394848	BAKER & TAYLOR ENTERTAINMENT	56.52		08/28/20	
						ADULT VIDEOS				
259		03/21	AP	08/05/20	0394848	BAKER & TAYLOR ENTERTAINMENT	65.94		08/28/20	
						ADULT VIDEOS				
259		03/21	AP	08/04/20	0394848	BAKER & TAYLOR ENTERTAINMENT	16.66		08/28/20	
						ADULT VIDEOS				
259		03/21	AP	07/30/20	0394848	BAKER & TAYLOR ENTERTAINMENT	8.69		08/28/20	
						ADULT VIDEOS				
259		03/21	AP	07/29/20	0394848	BAKER & TAYLOR ENTERTAINMENT	18.11		08/28/20	
						ADULT VIDEOS				
259		03/21	AP	07/28/20	0394848	BAKER & TAYLOR ENTERTAINMENT	39.12		08/28/20	
						ADULT VIDEOS				
259		03/21	AP	07/28/20	0394848	BAKER & TAYLOR ENTERTAINMENT	39.06		08/28/20	

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									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO						continued			
						ADULT VIDEOS			
259		03/21 AP		07/27/20	0394848	BAKER & TAYLOR ENTERTAINMENT	28.96		08/28/20
						ADULT VIDEOS			
259		03/21 AP		07/24/20	0394848	BAKER & TAYLOR ENTERTAINMENT	18.09		08/28/20
						ADULT VIDEOS			
ACCOUNT TOTAL							677.41	0.00	677.41
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
259		03/21 AP		08/11/20	0394866	RECORDED BOOKS, LLC.	56.99		08/28/20
						ADULT VIDEO GAMES			
259		03/21 AP		08/05/20	0394866	RECORDED BOOKS, LLC.	126.98		08/28/20
						YOUNG ADULT VIDEO GAMES			
259		03/21 AP		07/29/20	0394866	RECORDED BOOKS, LLC.	36.99		08/28/20
						YOUNG ADULT VIDEO GAMES			
259		03/21 AP		07/29/20	0394866	RECORDED BOOKS, LLC.	116.98		08/28/20
						YOUNG ADULT VIDEO GAMES			
259		03/21 AP		07/24/20	0394866	RECORDED BOOKS, LLC.	86.98		08/28/20
						YOUNG ADULT VIDEO GAMES			
ACCOUNT TOTAL							424.92	0.00	424.92
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS									
259		03/21 AP		07/14/20	0394864	PEOPLE MAGAZINE	118.26		08/28/20
						MAGAZINE SUB PEOPLE 1YR			
ACCOUNT TOTAL							118.26	0.00	118.26
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO									
259		03/21 AP		08/10/20	0394847	BAKER & TAYLOR BOOKS	13.74		08/28/20
						YOUTH CD BOOKS			
ACCOUNT TOTAL							13.74	0.00	13.74
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
259		03/21 AP		08/11/20	0394848	BAKER & TAYLOR ENTERTAINMENT	18.09		08/28/20
						YOUTH VIDEOS			
259		03/21 AP		07/31/20	0394860	MIDWEST TAPE, LLC	36.72		08/28/20
						YOUTH VIDEOS			
259		03/21 AP		07/24/20	0394860	MIDWEST TAPE, LLC	26.23		08/28/20
						YOUTH VIDEOS			
259		03/21 AP		07/17/20	0394860	MIDWEST TAPE, LLC	14.99		08/28/20
						YOUTH VIDEOS			
ACCOUNT TOTAL							96.03	0.00	96.03

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FUND 101 GENERAL FUND										
101-1061-423.89-37						MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO				
267		03/21 AP		08/19/20	0394847	BAKER & TAYLOR BOOKS	22.39			08/28/20
						YOUNG ADULT CD BOOKS				
259		03/21 AP		08/06/20	0394847	BAKER & TAYLOR BOOKS	49.50			08/28/20
						YOUNG ADULT CD BOOKS				
259		03/21 AP		08/04/20	0394847	BAKER & TAYLOR BOOKS	10.99			08/28/20
						YOUNG ADULT CD BOOKS				
259		03/21 AP		07/29/20	0394847	BAKER & TAYLOR BOOKS	32.98			08/28/20
						YOUNG ADULT CD BOOKS				
259		03/21 AP		07/24/20	0394847	BAKER & TAYLOR BOOKS	8.24			08/28/20
						YOUNG ADULT CD BOOKS				
						ACCOUNT TOTAL	124.10	00		124.10
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO										
267		03/21 AP		08/18/20	0394848	BAKER & TAYLOR ENTERTAINMENT	32.61			08/28/20
						YOUNG ADULT VIDEOS				
						ACCOUNT TOTAL	32.61	00		32.61
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS										
267		03/21 AP		08/18/20	0394862	OVERDRIVE, INC.	37.51			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		08/11/20	0394862	OVERDRIVE, INC.	272.49			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		08/11/20	0394862	OVERDRIVE, INC.	15.99			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		08/04/20	0394862	OVERDRIVE, INC.	27.50			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		08/04/20	0394862	OVERDRIVE, INC.	90.48			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		08/04/20	0394862	OVERDRIVE, INC.	27.50			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		08/01/20	0394862	OVERDRIVE, INC.	3,000.00			08/28/20
						OVERDRIVE PLATFORM FEE AUG 2020-JULY 2021				
259		03/21 AP		07/29/20	0394862	OVERDRIVE, INC.	322.74			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		07/28/20	0394862	OVERDRIVE, INC.	99.48			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		07/28/20	0394862	OVERDRIVE, INC.	27.50			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		07/28/20	0394862	OVERDRIVE, INC.	26.95			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		07/28/20	0394862	OVERDRIVE, INC.	59.99			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		07/28/20	0394862	OVERDRIVE, INC.	27.50			08/28/20
						ADULT E-BOOKS				
259		03/21 AP		07/28/20	0394862	OVERDRIVE, INC.	38.00			08/28/20

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FUND 101 GENERAL FUND										
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued				
259				03/21	AP 07/28/20 0394862	ADULT E-BOOKS OVERDRIVE, INC.	212.49			08/28/20
ACCOUNT TOTAL							4,286.12	.00	4,286.12	
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS										
259				03/21	AP 07/31/20 0394862	YOUTH E-BOOKS OVERDRIVE, INC.	599.44			08/28/20
259				03/21	AP 07/30/20 0394862	YOUTH E-BOOKS OVERDRIVE, INC.	60.00			08/28/20
ACCOUNT TOTAL							659.44	.00	659.44	
101-1061-423.93-01 EQUIPMENT / EQUIPMENT										
259				03/21	AP 07/30/20 0394850	HOTSPOT CORDS AND WALL CDW GOVERNMENT, INC. CHARGERS	96.06			08/28/20
ACCOUNT TOTAL							96.06	.00	96.06	
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY										
267				03/21	AP 07/26/20 0394856	DELL MARKETING L.P. DELL PCS	4,103.96			08/28/20
259				03/21	AP 07/25/20 0394850	TRIPP 5' CABLE ADAPTER CDW GOVERNMENT, INC.	13.88			08/28/20
259				03/21	AP 07/22/20 0394850	DELL PC CDW GOVERNMENT, INC.	595.41			08/28/20
ACCOUNT TOTAL							4,713.25	.00	4,713.25	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
366				03/21	AP 09/01/20 0394869	RCD:LIEN RELEASE BLACK HAWK CO.RECORDER J.LARSEN-2040 WATERLOO RD	14.00			09/03/20
366				03/21	AP 09/01/20 0394869	RCD:QUIT CLAIM DEED-CORR. BLACK HAWK CO.RECORDER GEISLER	17.00			09/03/20
300				02/21	AP 08/25/20 0394822	RCD:RESOLUTION #22,017 BLACK HAWK CO.RECORDER	17.00			08/26/20
300				02/21	AP 08/25/20 0394822	RCD:NTC.PUBLIC HEAR.& AFF BLACK HAWK CO.RECORDER AGRMT.PRIV.DEV.-COMM.BANK	7.00			08/26/20
300				02/21	AP 08/25/20 0394822	RCD:RESOLUTION #22,026 BLACK HAWK CO.RECORDER	22.00			08/26/20
300				02/21	AP 08/25/20 0394822	RCD:MEMO OF AGRMT.PRIV. BLACK HAWK CO.RECORDER DEV.-COMM.BANK & 312 1ST	17.00			08/26/20
300				02/21	AP 08/25/20 0394822	RCD:STRM.WTR.MAINT.& RPR. BLACK HAWK CO.RECORDER AGRMT.-AUTOZONE, INC.	52.00			08/26/20



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FUND 101 GENERAL FUND										
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES						continued				
ACCOUNT TOTAL							146.00	.00	146.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
233		02/21 AP		08/04/20	0005176	PROFESSIONAL SOLUTIONS	29.61		09/02/20	
JULY CREDIT CARD FEES										
318		02/21 AP		08/01/20	0394831	CEDAR FALLS UTILITIES	127.09		08/28/20	
UTILITIES THRU 08/01/20										
ACCOUNT TOTAL							156.70	.00	156.70	
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
300		02/21 AP		08/25/20	0394825	DUANE ROSONKE	1,174.36		08/26/20	
REFUND-BUILDING PERMIT 439 DIVISION;#20-2882										
ACCOUNT TOTAL							1,174.36	.00	1,174.36	
101-2203-423.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
250		02/21 AP		08/14/20	0394807	CEDAR FALLS MUNICIPAL BAND	430.52		08/18/20	
PROPERTY TAX PAYMENT										
362		01/21 AP		07/15/20	0394704	CEDAR FALLS MUNICIPAL BAND		133.74	09/02/20	
ACCOUNT CORRECTION PROPERTY TAX PAYMENT										
ACCOUNT TOTAL							430.52	133.74	296.78	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
362		01/21 AP		07/15/20	0394704	CEDAR FALLS MUNICIPAL BAND	133.74		09/02/20	
PROPERTY TAX PAYMENT										
ACCOUNT TOTAL							133.74	.00	133.74	
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
233		02/21 AP		08/04/20	0005185	PROFESSIONAL SOLUTIONS	772.95		09/02/20	
JULY CREDIT CARD FEES										
233		02/21 AP		08/04/20	0005186	PROFESSIONAL SOLUTIONS	389.73		09/02/20	
JULY CREDIT CARD FEES										
233		02/21 AP		08/04/20	0005179	PROFESSIONAL SOLUTIONS	157.17		09/02/20	
JULY CREDIT CARD FEES										
ACCOUNT TOTAL							1,319.85	.00	1,319.85	
101-2253-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
233		02/21 AP		08/26/20	0005153	ADVANTAGE ADMIN-SECT.105	72.99		09/02/20	

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FUND 101 GENERAL FUND										
101-2253-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT							continued			
HEALTH INS. REIMBURSEMENT										
ACCOUNT TOTAL							72.99	.00	72.99	
101-2253-423.85-01 UTILITIES / UTILITIES										
318		02/21 AP		08/01/20	0394831	CEDAR FALLS UTILITIES	4,133.02			08/28/20
UTILITIES THRU 08/01/20										
ACCOUNT TOTAL							4,133.02	.00	4,133.02	
101-2253-423.85-05 UTILITIES / POOL UTILITIES										
318		02/21 AP		08/01/20	0394831	CEDAR FALLS UTILITIES	14,396.57			08/28/20
UTILITIES THRU 08/01/20										
ACCOUNT TOTAL							14,396.57	.00	14,396.57	
101-2253-423.89-04 MISCELLANEOUS SERVICES / SALES TAX										
233		02/21 AP		08/20/20	0005172	IOWA DEPT.OF REVENUE	196.79			09/02/20
SEMI MONTHLY SALES TAX RECREATION										
233		02/21 AP		08/07/20	0005171	IOWA DEPT.OF REVENUE	1,557.33			09/02/20
SEMI MONTHLY SALES TAX RECREATION										
ACCOUNT TOTAL							1,754.12	.00	1,754.12	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
318		02/21 AP		08/25/20	0394832	DANAKA KNUDSON	80.00			08/28/20
REFUND-MEMBERSHIP UPGRADE										
263		02/21 AP		08/18/20	0394817	REBECCA RUMSEY	1,920.00			08/20/20
REFUND-CAMP CEDAR FALLS										
250		02/21 AP		08/17/20	0394805	BEYOND PINK TEAM	110.00			08/18/20
REFUND-SHELTER RENTAL										
250		02/21 AP		08/17/20	0394809	ERWIN JAEGER	20.00			08/18/20
REFUND-MEMBERSHIP OVERPMT										
ACCOUNT TOTAL							2,130.00	.00	2,130.00	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
233		02/21 AP		08/05/20	0005193	VANTIV INTEGRATED PAYMENT SOL	50.00			09/02/20
GATEWAY FEES 07/01-07/31/20										
233		02/21 AP		08/05/20	0005157	COMMUNITY BANKERS MERCHANT SV	88.12			09/02/20
JULY CREDIT CARD FEES										
233		02/21 AP		08/04/20	0005188	PROFESSIONAL SOLUTIONS	177.37			09/02/20
JULY CREDIT CARD FEES										
233		02/21 AP		08/04/20	0005189	PROFESSIONAL SOLUTIONS	181.10			09/02/20

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES							continued			
JULY CREDIT CARD FEES										
ACCOUNT TOTAL							496.59	.00	496.59	
101-2280-423.85-01 UTILITIES / UTILITIES										
318		02/21	AP	08/01/20	0394831	CEDAR FALLS UTILITIES	825.10			08/28/20
UTILITIES THRU 08/01/20										
ACCOUNT TOTAL							825.10	.00	825.10	
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
233		02/21	AP	08/04/20	0005180	PROFESSIONAL SOLUTIONS	23.27			09/02/20
JULY CREDIT CARD FEES										
ACCOUNT TOTAL							23.27	.00	23.27	
101-2280-423.93-01 EQUIPMENT / EQUIPMENT										
366		03/21	AP	06/11/20	0394872	SKEENS, HEATHER	223.01			09/03/20
RMB:NEON OPEN SIGN										
ACCOUNT TOTAL							223.01	.00	223.01	
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
233		02/21	AP	08/12/20	0005152	ADVANTAGE ADMIN-SECT.105	11.40			09/02/20
HEALTH INS. REIMBURSEMENT										
ACCOUNT TOTAL							11.40	.00	11.40	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
342		03/21	AP	08/22/20	0394839	HOFFA, HANNAH	11.50			09/01/20
RMB:CHAUFFER'S LICENSE										
ACCOUNT TOTAL							11.50	.00	11.50	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
366		03/21	AP	08/29/20	0394870	DOUGAN JR, SCOTT	11.97			09/03/20
RMB:MEAL-FF2 TESTING AMES										
300		02/21	AP	08/14/20	0394827	MCNAMARA, SHEA	619.35			08/26/20
RMB:TRVL-ROPE RESCUE TRNG IOWA CITY										
ACCOUNT TOTAL							631.32	.00	631.32	

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FUND 101 GENERAL FUND										
101-4511-414.85-01						UTILITIES / UTILITIES				
237		02/21 AP		07/25/20	0394803	CEDAR FALLS UTILITIES	3,673.25			08/14/20
						UTILITIES THRU 07/25/20				
						ACCOUNT TOTAL	3,673.25	.00	3,673.25	
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
233		02/21 AP		08/26/20	0005153	ADVANTAGE ADMIN-SECT.105	352.20			09/02/20
						HEALTH INS. REIMBURSEMENT				
233		02/21 AP		08/12/20	0005152	ADVANTAGE ADMIN-SECT.105	40.00			09/02/20
						HEALTH INS. REIMBURSEMENT				
233		02/21 AP		08/12/20	0005152	ADVANTAGE ADMIN-SECT.105	109.70			09/02/20
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	501.90	.00	501.90	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
233		02/21 AP		08/04/20	0005178	PROFESSIONAL SOLUTIONS	6.95			09/02/20
						JULY CREDIT CARD FEES				
318		02/21 AP		08/01/20	0394831	CEDAR FALLS UTILITIES	65.59			08/28/20
						UTILITIES THRU 08/01/20				
237		02/21 AP		07/25/20	0394803	CEDAR FALLS UTILITIES	121.83			08/14/20
						UTILITIES THRU 07/25/20				
						ACCOUNT TOTAL	194.37	.00	194.37	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
300		02/21 AP		08/14/20	0394828	REIMERS, LIESEL	160.54			08/26/20
						RMB:TRVL-BASIC SRO TRNG. CAMBRIDGE, MN				
263		02/21 AP		08/12/20	0394814	KRAMER, JOHN	56.74			08/20/20
						RMB:MEALS-ILEA TESTING CLIVE;RYAN/PURDY/KRAMER				
263		02/21 AP		08/11/20	0394816	MERCADO, JAVIER	11.26			08/20/20
						RMB:MEAL-RIFLE INST.SCHL. JOHNSTON				
263		02/21 AP		08/07/20	0394812	CARMAN, GAVIN	125.86			08/20/20
						RMB:MEALS-FBI LEEDA INST. CLIVE				
311		02/21 AP		08/15/19	0393373	HOEFT, MORGAN		12.50		08/27/20
						VOID-CHECK LOST RMB:MEAL-ILEA TESTING				
						ACCOUNT TOTAL	354.40	12.50	341.90	
101-5521-415.85-01 UTILITIES / UTILITIES										
237		02/21 AP		07/25/20	0394803	CEDAR FALLS UTILITIES	2,692.01			08/14/20
						UTILITIES THRU 07/25/20				
						ACCOUNT TOTAL	2,692.01	.00	2,692.01	

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FUND 101 GENERAL FUND									
101-5521	415.86-05	REPAIR & MAINTENANCE				/ EQUIPMENT REPAIRS			
237	02/21 AP	07/25/20	0394803			CEDAR FALLS UTILITIES	105.65		08/14/20
		UTILITIES THRU 07/25/20							
		ACCOUNT TOTAL					105.65	.00	105.65
101-6613-433.85-01 UTILITIES / UTILITIES									
318	02/21 AP	08/01/20	0394831			CEDAR FALLS UTILITIES	227.35		08/28/20
		UTILITIES THRU 08/01/20							
237	02/21 AP	07/25/20	0394803			CEDAR FALLS UTILITIES	161.83		08/14/20
		UTILITIES THRU 07/25/20							
		ACCOUNT TOTAL					389.18	.00	389.18
101-6616-446.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
233	02/21 AP	08/12/20	0005152			ADVANTAGE ADMIN-SECT.105	72.30		09/02/20
		HEALTH INS. REIMBURSEMENT							
		ACCOUNT TOTAL					72.30	.00	72.30
101-6616-446.85-01 UTILITIES / UTILITIES									
318	02/21 AP	08/01/20	0394831			CEDAR FALLS UTILITIES	7,735.10		08/28/20
		UTILITIES THRU 08/01/20							
237	02/21 AP	07/25/20	0394803			CEDAR FALLS UTILITIES	1,195.03		08/14/20
		UTILITIES THRU 07/25/20							
		ACCOUNT TOTAL					8,930.13	.00	8,930.13
101-6623-423.85-01 UTILITIES / UTILITIES									
318	02/21 AP	08/01/20	0394831			CEDAR FALLS UTILITIES	308.50		08/28/20
		UTILITIES THRU 08/01/20							
237	02/21 AP	07/25/20	0394803			CEDAR FALLS UTILITIES	686.52		08/14/20
		UTILITIES THRU 07/25/20							
		ACCOUNT TOTAL					995.02	.00	995.02
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE									
263	02/21 AP	08/01/20	0394813			CENTURYLINK	55.70		08/20/20
		CEDAR RIVER GAUGE-JUL'20							
		ACCOUNT TOTAL					55.70	.00	55.70
101-6633-423.85-01 UTILITIES / UTILITIES									
318	02/21 AP	08/01/20	0394831			CEDAR FALLS UTILITIES	1,050.68		08/28/20

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FUND 101 GENERAL FUND										
101-6633-423.85-01 UTILITIES / UTILITIES						continued				
						UTILITIES THRU 08/01/20				
237		02/21 AP		07/25/20	0394803	CEDAR FALLS UTILITIES	1,558.41			08/14/20
						UTILITIES THRU 07/25/20				
						ACCOUNT TOTAL	2,609.09	.00	2,609.09	
						FUND TOTAL	79,481.26	146.24	79,335.02	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF										
250		02/21 AP		08/14/20	0394806	CAPITAL PROJECTS FUND	732.34			08/18/20
						PROPERTY TAX PAYMENT				
250		02/21 AP		08/14/20	0394808	DEBT SERVICE	55,354.23			08/18/20
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	56,086.57	.00	56,086.57	
						FUND TOTAL	56,086.57	.00	56,086.57	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
233		02/21 AP		08/26/20	0005153	ADVANTAGE ADMIN-SECT.105	140.68			09/02/20
						HEALTH INS. REIMBURSEMENT				
233		02/21 AP		08/26/20	0005153	ADVANTAGE ADMIN-SECT.105	41.47			09/02/20
						HEALTH INS. REIMBURSEMENT				
233		02/21 AP		08/12/20	0005152	ADVANTAGE ADMIN-SECT.105	38.56			09/02/20
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	220.71	.00	220.71	
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
318		02/21 AP		08/01/20	0394831	CEDAR FALLS UTILITIES	111.54			08/28/20
						UTILITIES THRU 08/01/20				
						ACCOUNT TOTAL	111.54	.00	111.54	
206-6637-436.85-01 UTILITIES / UTILITIES										
318		02/21 AP		08/01/20	0394831	CEDAR FALLS UTILITIES	41.90			08/28/20
						UTILITIES THRU 08/01/20				
237		02/21 AP		07/25/20	0394803	CEDAR FALLS UTILITIES	1,800.63			08/14/20
						UTILITIES THRU 07/25/20				
						ACCOUNT TOTAL	1,842.53	.00	1,842.53	





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FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED					continued			
326		03/21	AP	09/01/20	0036958 EXCEPTIONAL PERSONS, INC.	364.00		08/31/20
		HAP_Poldberg J 092020						
326		03/21	AP	09/01/20	0036958 EXCEPTIONAL PERSONS, INC.	158.00		08/31/20
		HAP_Lutz W 092020						
326		03/21	AP	09/01/20	0036958 EXCEPTIONAL PERSONS, INC.	427.00		08/31/20
		HAP_Myers J 092020						
326		03/21	AP	09/01/20	0036965 GOLD FALLS VILLA	462.00		08/31/20
		HAP_Shuman J 092020						
326		03/21	AP	09/01/20	0036965 GOLD FALLS VILLA	419.00		08/31/20
		HAP_Jenkins D 092020						
326		03/21	AP	09/01/20	0036960 FORTSCH, ALEX E.	1,000.00		08/31/20
		HAP_Guzzle T 092020						
326		03/21	AP	09/01/20	0037005 WEVERINK, RANDY	177.00		08/31/20
		HAP_Janssen M 092020						
326		03/21	AP	09/01/20	0036962 GEELAN, JOSEPH N.	372.00		08/31/20
		HAP_Juhl A 092020						
326		03/21	AP	09/01/20	0036962 GEELAN, JOSEPH N.	378.00		08/31/20
		HAP_Becker T 092020						
326		03/21	AP	09/01/20	0036948 CLARK ENTERPRISES LLC	191.00		08/31/20
		HAP_Bachman K 092020						
326		03/21	AP	09/01/20	0036948 CLARK ENTERPRISES LLC	520.00		08/31/20
		HAP_Galvez Munguia 092020						
326		03/21	AP	09/01/20	0036948 CLARK ENTERPRISES LLC	261.00		08/31/20
		HAP_Taylor T 092020						
326		03/21	AP	09/01/20	0036948 CLARK ENTERPRISES LLC	480.00		08/31/20
		HAP_Hord B 092020						
326		03/21	AP	09/01/20	0036966 GRAY, LEROY L. OR CAROLYN K.	650.00		08/31/20
		HAP_Jenkins D 092020						
326		03/21	AP	09/01/20	0036940 BARTELT PROPERTIES L.C.	1,100.00		08/31/20
		HAP_Avino G 092020						
326		03/21	AP	09/01/20	0036940 BARTELT PROPERTIES L.C.	437.00		08/31/20
		HAP_Gebremedhin A 092020						
326		03/21	AP	09/01/20	0036940 BARTELT PROPERTIES L.C.	158.00		08/31/20
		HAP_Cobb R 092020						
326		03/21	AP	09/01/20	0036940 BARTELT PROPERTIES L.C.	689.00		08/31/20
		HAP_Woodward C 092020						
326		03/21	AP	09/01/20	0036955 EDGE MANAGEMENT GROUP, LLC	674.00		08/31/20
		HAP_Young C 092020						
326		03/21	AP	09/01/20	0036955 EDGE MANAGEMENT GROUP, LLC	946.00		08/31/20
		HAP_Gibson T 092020						
326		03/21	AP	09/01/20	0036949 COOK CO.HOUSING AUTHORITY	319.00		08/31/20
		HAP_Goldstein K 092020						
326		03/21	AP	09/01/20	0036994 PURDY PROPERTIES, LLC	720.00		08/31/20
		HAP_Schmidt D 092020						
326		03/21	AP	09/01/20	0036994 PURDY PROPERTIES, LLC	950.00		08/31/20
		HAP_Cummings A 092020						
326		03/21	AP	09/01/20	0036994 PURDY PROPERTIES, LLC	631.00		08/31/20
		HAP_Leiss L 092020						
326		03/21	AP	09/01/20	0036953 D & J PROPERTIES	304.00		08/31/20

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
						HAP_Bell M 092020				
326		03/21	AP	09/01/20	0036953	D & J PROPERTIES	503.00			08/31/20
						HAP_Grant F 092020				
326		03/21	AP	09/01/20	0036953	D & J PROPERTIES	142.00			08/31/20
						HAP_Rogers S 092020				
326		03/21	AP	09/01/20	0036953	D & J PROPERTIES	663.00			08/31/20
						HAP_Terry M 092020				
326		03/21	AP	09/01/20	0036952	CV PROPERTIES, LLC	295.00			08/31/20
						HAP_Barr G 092020				
326		03/21	AP	09/01/20	0036999	STANDARD FAMILY ASSIST.LIVING	162.00			08/31/20
						HAP_REFSHAUGE T 092020				
326		03/21	AP	09/01/20	0036944	CEDAR APARTMENTS LLC	195.00			08/31/20
						HAP_Becerra C 092020				
326		03/21	AP	09/01/20	0036944	CEDAR APARTMENTS LLC	155.00			08/31/20
						HAP_Groskurth D 092020				
326		03/21	AP	09/01/20	0036970	HAUS TO HOME INVESTMENTS	483.00			08/31/20
						HAP_Lehr B 092020				
326		03/21	AP	09/01/20	0036981	KYLER, DEBRA K.	577.00			08/31/20
						HAP_Mussman C 092020				
326		03/21	AP	09/01/20	0036997	SCHUERMAN PROPERTIES, LLC	823.00			08/31/20
						HAP_Jurries P 092020				
326		03/21	AP	09/01/20	0036997	SCHUERMAN PROPERTIES, LLC	895.00			08/31/20
						HAP_Boehmer R 092020				
326		03/21	AP	09/01/20	0037000	SWEETING, LARRY	612.00			08/31/20
						HAP_Schumacher D 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	197.00			08/31/20
						HAP_Vognsen P 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	386.00			08/31/20
						HAP_Good S 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	336.00			08/31/20
						HAP_Ford M 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	403.00			08/31/20
						HAP_Toms L 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	427.00			08/31/20
						HAP_Turner S 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	485.00			08/31/20
						HAP_Henning S 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	391.00			08/31/20
						HAP_Lebahn B 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	212.00			08/31/20
						HAP_Martin H 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	401.00			08/31/20
						HAP_Strickland L 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	196.00			08/31/20
						HAP_Matthias L 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	467.00			08/31/20
						HAP_Hoth P 092020				
326		03/21	AP	09/01/20	0037002	THUNDER RIDGE SR.APARTMENTS L	228.00			08/31/20
						HAP_Stock M 092020				

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FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued		
326				03/21 AP 09/01/20 0037002	THUNDER RIDGE SR.APARTMENTS L	412.00		08/31/20
				HAP_ Stegen R 092020				
326				03/21 AP 09/01/20 0037002	THUNDER RIDGE SR.APARTMENTS L	479.00		08/31/20
				HAP_ Howe J 092020				
326				03/21 AP 09/01/20 0037002	THUNDER RIDGE SR.APARTMENTS L	206.00		08/31/20
				HAP_ Schlueter J 092020				
326				03/21 AP 09/01/20 0037002	THUNDER RIDGE SR.APARTMENTS L	363.00		08/31/20
				HAP_ Tiller R 092020				
326				03/21 AP 09/01/20 0037002	THUNDER RIDGE SR.APARTMENTS L	182.00		08/31/20
				HAP_ Wray M 092020				
326				03/21 AP 09/01/20 0037002	THUNDER RIDGE SR.APARTMENTS L	379.00		08/31/20
				HAP_ Hayden J 092020				
326				03/21 AP 09/01/20 0037002	THUNDER RIDGE SR.APARTMENTS L	137.00		08/31/20
				HAP_ Garvis C 092020				
326				03/21 AP 09/01/20 0037002	THUNDER RIDGE SR.APARTMENTS L	142.00		08/31/20
				HAP_ Youngberg L 092020				
326				03/21 AP 09/01/20 0037002	THUNDER RIDGE SR.APARTMENTS L	410.00		08/31/20
				HAP_ Greene L 092020				
326				03/21 AP 09/01/20 0037002	THUNDER RIDGE SR.APARTMENTS L	70.00		08/31/20
				HAP_ Brown J 092020				
326				03/21 AP 09/01/20 0037002	THUNDER RIDGE SR.APARTMENTS L	298.00		08/31/20
				HAP_ Shelton S 092020				
326				03/21 AP 09/01/20 0036964	GLENN, MATTHEW	285.00		08/31/20
				HAP_ Clayton R 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	119.00		08/31/20
				HAP_ Prior A 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	337.00		08/31/20
				HAP_ Cameron J 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	432.00		08/31/20
				HAP_ Moore D 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	432.00		08/31/20
				HAP_ Brandt D 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	337.00		08/31/20
				HAP_ Greene D 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	413.00		08/31/20
				HAP_ Porter J 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	92.00		08/31/20
				HAP_ Dixon S 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	577.00		08/31/20
				HAP_ Hernandez Serr 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	259.00		08/31/20
				HAP_ Aswegan J 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	238.00		08/31/20
				HAP_ Havlik C 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	420.00		08/31/20
				HAP_ Temple S 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	499.00		08/31/20
				HAP_ Clark T 092020				
326				03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	399.00		08/31/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
326					HAP Gordon Jr. T 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	298.00			08/31/20
326					HAP Carter Z 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	461.00			08/31/20
326					HAP Redd A 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	292.00			08/31/20
326					HAP Mace T 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	428.00			08/31/20
326					HAP Smith T 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	179.00			08/31/20
326					HAP Vaughn S 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	675.00			08/31/20
326					HAP Henderson D 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	686.00			08/31/20
326					HAP Gilmore A 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	466.00			08/31/20
326					HAP Nelson B 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	539.00			08/31/20
326					HAP Fry S 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	138.00			08/31/20
326					HAP Duesenberg J 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	261.00			08/31/20
326					HAP Ford D 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	662.00			08/31/20
326					HAP Ambrose A 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	428.00			08/31/20
326					HAP Swartley J 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	398.00			08/31/20
326					HAP Smith W 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	400.00			08/31/20
326					HAP Aswegan S 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	610.00			08/31/20
326					HAP Ducharme T 092020 03/21 AP 09/01/20 0037003	VILLAGE I AT NINE23 APARTMENT	497.00			08/31/20
326					HAP Prior L 092020 03/21 AP 09/01/20 0036945	CEDAR FALLS UTILITIES-SEC.8	47.00			08/31/20
326					Guzzle 7174748062 03/21 AP 09/01/20 0036945	CEDAR FALLS UTILITIES-SEC.8	91.00			08/31/20
326					Jurries 7681775462 03/21 AP 09/01/20 0036945	CEDAR FALLS UTILITIES-SEC.8	63.00			08/31/20
326					Redd 1307731360 03/21 AP 09/01/20 0036945	CEDAR FALLS UTILITIES-SEC.8	21.00			08/31/20
326					Porter 1690351502 03/21 AP 09/01/20 0036945	CEDAR FALLS UTILITIES-SEC.8	32.00			08/31/20
326					Avino 591464234 03/21 AP 09/01/20 0036945	CEDAR FALLS UTILITIES-SEC.8	132.00			08/31/20
326					Schmidt 1315389087 03/21 AP 09/01/20 0036945	CEDAR FALLS UTILITIES-SEC.8	112.00			08/31/20
					Jones 6467907886					

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 217 SECTION 8 HOUSING FUND											
217-2214-432	89-61	MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									continued
326		03/21	AP	09/01/20	0036945	CEDAR FALLS UTILITIES-SEC.8	18.00			08/31/20	
		Henderson 9651433829									
326		03/21	AP	09/01/20	0036945	CEDAR FALLS UTILITIES-SEC.8	27.00			08/31/20	
		Lindgren 5732705968									
326		03/21	AP	09/01/20	0036945	CEDAR FALLS UTILITIES-SEC.8	148.00			08/31/20	
		Payne 5852275772									
326		03/21	AP	09/01/20	0036945	CEDAR FALLS UTILITIES-SEC.8	129.00			08/31/20	
		Jenkins 3232058083									
326		03/21	AP	09/01/20	0036945	CEDAR FALLS UTILITIES-SEC.8	112.00			08/31/20	
		Rule 9816666531									
326		03/21	AP	09/01/20	0036945	CEDAR FALLS UTILITIES-SEC.8	55.00			08/31/20	
		Archer 9095290344									
326		03/21	AP	09/01/20	0036945	CEDAR FALLS UTILITIES-SEC.8	78.00			08/31/20	
		Boehmer 08276056267									
326		03/21	AP	09/01/20	0036945	CEDAR FALLS UTILITIES-SEC.8	170.00			08/31/20	
		Cummings 2377106583									
326		03/21	AP	09/01/20	0036945	CEDAR FALLS UTILITIES-SEC.8	48.00			08/31/20	
		Santiago-Lebron 873567879									
326		03/21	AP	09/01/20	0036945	CEDAR FALLS UTILITIES-SEC.8	154.00			08/31/20	
		Bracelly 9823574708									
326		03/21	AP	09/01/20	0036945	CEDAR FALLS UTILITIES-SEC.8	100.00			08/31/20	
		Sumerall 6522168106									
326		03/21	AP	09/01/20	0036947	CHRISTOPHERSON RENTALS	477.00			08/31/20	
		HAP Carlyle T 092020									
326		03/21	AP	09/01/20	0036947	CHRISTOPHERSON RENTALS	299.00			08/31/20	
		HAP Belcher J 092020									
326		03/21	AP	09/01/20	0036947	CHRISTOPHERSON RENTALS	541.00			08/31/20	
		HAP Williams L 092020									
326		03/21	AP	09/01/20	0036947	CHRISTOPHERSON RENTALS	472.00			08/31/20	
		HAP Gregory L 092020									
326		03/21	AP	09/01/20	0036947	CHRISTOPHERSON RENTALS	666.00			08/31/20	
		HAP Ricks F 092020									
326		03/21	AP	09/01/20	0036947	CHRISTOPHERSON RENTALS	693.00			08/31/20	
		HAP Hoffert J 092020									
326		03/21	AP	09/01/20	0036947	CHRISTOPHERSON RENTALS	503.00			08/31/20	
		HAP Hunt M 092020									
326		03/21	AP	09/01/20	0036947	CHRISTOPHERSON RENTALS	434.00			08/31/20	
		HAP Thoms A 092020									
326		03/21	AP	09/01/20	0036947	CHRISTOPHERSON RENTALS	499.00			08/31/20	
		HAP Brown D 092020									
326		03/21	AP	09/01/20	0036947	CHRISTOPHERSON RENTALS	383.00			08/31/20	
		HAP Schwaab A 092020									
326		03/21	AP	09/01/20	0036947	CHRISTOPHERSON RENTALS	685.00			08/31/20	
		HAP Sumerall T 092020									
326		03/21	AP	09/01/20	0036985	MELICK, KENT L.	598.00			08/31/20	
		HAP Drewelow D 092020									
326		03/21	AP	09/01/20	0036993	PETERSEN, RANDEL	475.00			08/31/20	
		HAP Brown S 092020									
326		03/21	AP	09/01/20	0036988	MHP 2216 LINCOLN STREET, LLC	525.00			08/31/20	



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
						HAP_Jones T 092020				
326				03/21	AP 09/01/20 0036988	MHP 2216 LINCOLN STREET, LLC	412.00			08/31/20
						HAP_Cochran S 092020				
326				03/21	AP 09/01/20 0036988	MHP 2216 LINCOLN STREET, LLC	423.00			08/31/20
						HAP_Malone S 092020				
326				03/21	AP 09/01/20 0036988	MHP 2216 LINCOLN STREET, LLC	268.00			08/31/20
						HAP_Treslan G 092020				
326				03/21	AP 09/01/20 0036988	MHP 2216 LINCOLN STREET, LLC	525.00			08/31/20
						HAP_Rule S 092020				
326				03/21	AP 09/01/20 0036988	MHP 2216 LINCOLN STREET, LLC	551.00			08/31/20
						HAP_Johnson T 092020				
326				03/21	AP 09/01/20 0036988	MHP 2216 LINCOLN STREET, LLC	413.00			08/31/20
						HAP_Wilder S 092020				
326				03/21	AP 09/01/20 0036957	EPM IOWA	556.00			08/31/20
						HAP_Thompson T 092020				
326				03/21	AP 09/01/20 0036957	EPM IOWA	432.00			08/31/20
						HAP_Frisch K 092020				
326				03/21	AP 09/01/20 0036957	EPM IOWA	902.00			08/31/20
						HAP_Nicholson K 092020				
326				03/21	AP 09/01/20 0036957	EPM IOWA	381.00			08/31/20
						HAP_Lewis H 092020				
326				03/21	AP 09/01/20 0036957	EPM IOWA	812.00			08/31/20
						HAP_Gordon A 092020				
326				03/21	AP 09/01/20 0036957	EPM IOWA	1,373.00			08/31/20
						HAP_Santiago-Lebro 092020				
326				03/21	AP 09/01/20 0036957	EPM IOWA	738.00			08/31/20
						HAP_Harkrider D 092020				
326				03/21	AP 09/01/20 0036954	DC MANAGEMENT, LLC	531.00			08/31/20
						HAP_White M 092020				
326				03/21	AP 09/01/20 0036951	CTV MANAGER, LLC	250.00			08/31/20
						HAP_Anderson B 092020				
326				03/21	AP 09/01/20 0036980	KROEMER, KRAIG	417.00			08/31/20
						HAP_Currie L 092020				
326				03/21	AP 09/01/20 0036983	LEGACY RESIDENTIAL	394.00			08/31/20
						HAP_JORDAN L 092020				
326				03/21	AP 09/01/20 0036939	ARENDS INVESTMENTS	266.00			08/31/20
						HAP_Worthington W 092020				
326				03/21	AP 09/01/20 0036991	OWL INVESTMENTS, LLC	507.00			08/31/20
						HAP_Schroeder S 092020				
326				03/21	AP 09/01/20 0036950	CRESCENT CONDOMINIUMS, LLC	435.00			08/31/20
						HAP_Lohr K 092020				
326				03/21	AP 09/01/20 0036969	HARRINGTON'S RENTAL LLC	188.00			08/31/20
						HAP_Larronda E 092020				
326				03/21	AP 09/01/20 0036959	FERNHOLZ, KARI L.	1,220.00			08/31/20
						HAP_Carlton D 092020				
326				03/21	AP 09/01/20 0036996	ROGERS, DERICK	831.00			08/31/20
						HAP_Sherwood J 092020				
326				03/21	AP 09/01/20 0036976	KAI, BRENT	275.00			08/31/20
						HAP_Hamilton T 092020				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
326		03/21 AP		09/01/20	0036989	MORRIS, RICHARD R.	862.00			08/31/20
		HAP_Sauer M 092020								
326		03/21 AP		09/01/20	0036998	STAND FIRM PROPERTIES LLC	399.00			08/31/20
		HAP_Hodge G 092020								
326		03/21 AP		09/01/20	0037008	WYMORE, LARRY R.	732.00			08/31/20
		HAP_MOFFETT J 092020								
326		03/21 AP		09/01/20	0036974	JDR PROPERTIES, INC.	192.00			08/31/20
		HAP_Klein R 092020								
326		03/21 AP		09/01/20	0037007	WINGSB, LLC	519.00			08/31/20
		HAP_Johnson A 092020								
326		03/21 AP		09/01/20	0037007	WINGSB, LLC	104.00			08/31/20
		HAP_Spiers A 092020								
326		03/21 AP		09/01/20	0036975	JLL EXTENDED STAY INN	550.00			08/31/20
		HAP_Johnson Y 092020								
326		03/21 AP		09/01/20	0036975	JLL EXTENDED STAY INN	302.00			08/31/20
		HAP_Moore E 092020								
326		03/21 AP		09/01/20	0036975	JLL EXTENDED STAY INN	195.00			08/31/20
		HAP_Zanders(Woods) 092020								
326		03/21 AP		09/01/20	0036982	LARSEN RENTALS LLC	234.00			08/31/20
		HAP_Grisby C 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	432.00			08/31/20
		HAP_Humphrey E 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	234.00			08/31/20
		HAP_Baker A 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	407.00			08/31/20
		HAP_Harrenstein G 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	378.00			08/31/20
		HAP_BALM D 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	700.00			08/31/20
		HAP_Redd S 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	200.00			08/31/20
		HAP_Forney A 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	412.00			08/31/20
		HAP_Haug K 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	376.00			08/31/20
		HAP_Saccento J 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	428.00			08/31/20
		HAP_Loffredo C 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	530.00			08/31/20
		HAP_Brown S 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	652.00			08/31/20
		HAP_Miller K 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	481.00			08/31/20
		HAP_Humphrey J 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	328.00			08/31/20
		HAP_Dzapo S 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	428.00			08/31/20
		HAP_Harken G 092020								
326		03/21 AP		09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	332.00			08/31/20

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			
						HAP Harmon A 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	339.00		08/31/20
						HAP Wilson J 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	630.00		08/31/20
						HAP Wilson S 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	236.00		08/31/20
						HAP King D 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	513.00		08/31/20
						HAP Reams L 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	139.00		08/31/20
						HAP Rogers E 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	304.00		08/31/20
						HAP Sommerfelt C 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	391.00		08/31/20
						HAP Garrigus S 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	396.00		08/31/20
						HAP Cruise B 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	397.00		08/31/20
						HAP Billman D 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	388.00		08/31/20
						HAP Lam K 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	671.00		08/31/20
						HAP Mullins J 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	408.00		08/31/20
						HAP OBrien N 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	211.00		08/31/20
						HAP Hoodjer S 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	480.00		08/31/20
						HAP Wiedow C 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	529.00		08/31/20
						HAP O'dell J 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	404.00		08/31/20
						HAP Nielsen J 092020			
326				03/21 AP 09/01/20	0037004	VILLAGE II AT NINE23 APARTMEN	147.00		08/31/20
						HAP Frazier T 092020			
326				03/21 AP 09/01/20	0036977	KLEIN, JULIE	152.00		08/31/20
						HAP Stover A 092020			
326				03/21 AP 09/01/20	0036971	HOUSING AUTHORITY OF JOLIET	993.00		08/31/20
						HAP Wilson Q 092020			
326				03/21 AP 09/01/20	0036972	HOWARD, BRAD	468.00		08/31/20
						HAP Thrower M 092020			
326				03/21 AP 09/01/20	0036986	MESQUITE HOUSING OFFICE	1,634.00		08/31/20
						HAP Moore S 092020			
326				03/21 AP 09/01/20	0036979	KREMER PROPERTIES LLC	770.00		08/31/20
						HAP Mulanax W 092020			
326				03/21 AP 09/01/20	0036978	KRAAYENBRINK, RANDY L.	644.00		08/31/20
						HAP Maltas M 092020			
326				03/21 AP 09/01/20	0036967	HALVERSON, RHIANA	1,037.00		08/31/20
						HAP Atkins T 092020			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
326		03/21 AP		09/01/20	0036968	HANSON, KALEEN KIRCHNER	1,200.00			08/31/20
		HAP Payne I 092020								
326		03/21 AP		09/01/20	0036992	PAULSON, JAMES	156.00			08/31/20
		HAP Gordon L 092020								
326		03/21 AP		09/01/20	0036992	PAULSON, JAMES	350.00			08/31/20
		HAP Topping R 092020								
326		03/21 AP		09/01/20	0036956	ELMCREST ESTATES, L.C.	587.00			08/31/20
		HAP Davis D 092020								
326		03/21 AP		09/01/20	0036984	MCKERNAN, JAMES M.	725.00			08/31/20
		HAP Porter R 092020								
326		03/21 AP		09/01/20	0036984	MCKERNAN, JAMES M.	660.00			08/31/20
		HAP Buchanan J 092020								
326		03/21 AP		09/01/20	0036961	G P MANAGEMENT LLC	406.00			08/31/20
		HAP Wenzel J 092020								
326		03/21 AP		09/01/20	0037001	T.J.J.C. L.L.C.	282.00			08/31/20
		HAP Dornbrock M 092020								
326		03/21 AP		09/01/20	0037001	T.J.J.C. L.L.C.	201.00			08/31/20
		HAP Hornback K 092020								
326		03/21 AP		09/01/20	0037001	T.J.J.C. L.L.C.	650.00			08/31/20
		HAP Bracelly J 092020								
326		03/21 AP		09/01/20	0036963	GERDES III, BENJAMIN P.	283.00			08/31/20
		HAP Alessi S 092020								
326		03/21 AP		09/01/20	0036963	GERDES III, BENJAMIN P.	700.00			08/31/20
		HAP Lindgren T 092020								
326		03/21 AP		09/01/20	0036963	GERDES III, BENJAMIN P.	722.00			08/31/20
		HAP Apfel A 092020								
326		03/21 AP		09/01/20	0036963	GERDES III, BENJAMIN P.	603.00			08/31/20
		HAP Beaman D 092020								
326		03/21 AP		09/01/20	0036963	GERDES III, BENJAMIN P.	618.00			08/31/20
		HAP Sherwood D 092020								
326		03/21 AP		09/01/20	0036973	J & A PROPERTIES	1,058.00			08/31/20
		HAP Bailey N 092020								
326		03/21 AP		09/01/20	0036941	BARTELT RENTALS L.C.	385.00			08/31/20
		HAP Luck J 092020								
326		03/21 AP		09/01/20	0036941	BARTELT RENTALS L.C.	976.00			08/31/20
		HAP Woods N 092020								
326		03/21 AP		09/01/20	0036943	C & H HOLDINGS LLC	566.00			08/31/20
		HAP Ross S 092020								
237		02/21 AP		08/01/20	0036936	KAI, BRENT	283.00			08/14/20
		HAP HAMILTON T 082020								
310		02/21 AP		08/01/20	0036902	KAI, BRENT		283.00		08/27/20
		VOID-CHECK LOST								
		HAP HAMILTON T 082020								
ACCOUNT TOTAL							101,376.00	283.00		101,093.00
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
326		03/21 AP		09/01/20	0036987	METROPOLITAN COUNCIL - HRA	45.73			08/31/20
		AF_McCalister R 092020								

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									POST DT	
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS						continued				
326		03/21 AP		09/01/20	0036949	COOK CO.HOUSING AUTHORITY	34.16			08/31/20
		AF_Goldstein K 092020								
326		03/21 AP		09/01/20	0036971	HOUSING AUTHORITY OF JOLIET	47.13			08/31/20
		AF_Wilson Q 092020								
326		03/21 AP		09/01/20	0036986	MESQUITE HOUSING OFFICE	47.13			08/31/20
		AF_Moore S 092020								
ACCOUNT TOTAL							174.15	.00	174.15	
FUND TOTAL							101,550.15	283.00	101,267.15	
FUND 223 COMMUNITY BLOCK GRANT										
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM										
250		02/21 AP		08/14/20	0004587	DANIELS HOME IMPROVEMENT	12,421.25			08/18/20
		HOME:824 W.4TH STREET D.SHEPEK;FINAL PAYMENT								
ACCOUNT TOTAL							12,421.25	.00	12,421.25	
FUND TOTAL							12,421.25	.00	12,421.25	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
233		02/21 AP		08/26/20	0005153	ADVANTAGE ADMIN-SECT.105	16.70			09/02/20
		HEALTH INS. REIMBURSEMENT								
233		02/21 AP		08/12/20	0005152	ADVANTAGE ADMIN-SECT.105	1.30			09/02/20
		HEALTH INS. REIMBURSEMENT								
ACCOUNT TOTAL							17.00	.00	17.00	
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
342		03/21 AP		08/28/20	0394838	BENSON, ERIC	200.00			09/01/20
		CF FOOTBALL-DUBUQUE SR. CAMERA OPERATOR								
		PROJECT#: 759								
342		03/21 AP		08/28/20	0394843	STOW, CHRISTIAN	200.00			09/01/20
		CF FOOTBALL-DUBUQUE SR. CAMERA OPERATOR								
		PROJECT#: 759								
342		03/21 AP		08/28/20	0394844	SURMA, JOSEPH EDWARD	200.00			09/01/20
		CF FOOTBALL-DUBUQUE SR. CAMERA OPERATOR								
		PROJECT#: 759								
342		03/21 AP		08/28/20	0394840	JOACHIM, JOHN D	200.00			09/01/20
		CF FOOTBALL-DUBUQUE SR. ANNOUNCER								
		PROJECT#: 759								

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FUND 254 CABLE TV FUND									
254-1088-431	89-18	MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING				continued			
342		03/21	AP	08/28/20	0394842	SIMPSON, MARK	150.00		09/01/20
		CF FOOTBALL-DUBUQUE SR.				ANNOUNCER			
PROJECT#:		759							
342		03/21	AP	08/28/20	0394841	LONGNECKER, JEREMIAH	125.00		09/01/20
		CF SOPH.FOOTBALL-DBQ.SR.				ANNOUNCER			
PROJECT#:		759							
318		02/21	AP	08/25/20	0394835	SIMPSON, MARK	120.00		08/28/20
		CF VOLLEYBALL-WESTERN DBQ				ANNOUNCER			
PROJECT#:		759							
318		02/21	AP	08/25/20	0394834	LONGNECKER, JEREMIAH	100.00		08/28/20
		CF VOLLEYBALL-WESTERN DBQ				ANNOUNCER			
PROJECT#:		759							
318		02/21	AP	08/25/20	0394833	DEWITT, JASON	100.00		08/28/20
		CF VOLLEYBALL-WESTERN DBQ				CAMERA OPERATOR			
PROJECT#:		759							
318		02/21	AP	08/25/20	0394837	SURMA, JOSEPH EDWARD	100.00		08/28/20
		CF VOLLEYBALL-WESTERN DBQ				CAMERA OPERATOR			
PROJECT#:		759							
318		02/21	AP	08/25/20	0394836	STOW, CHRISTIAN	100.00		08/28/20
		CF VOLLEYBALL-WESTERN DBQ				CAMERA OPERATOR			
PROJECT#:		759							
ACCOUNT TOTAL							1,595.00	.00	1,595.00
FUND TOTAL							1,612.00	.00	1,612.00
FUND 258 PARKING FUND									
258-5531-435	72-01	OPERATING SUPPLIES / OPERATING SUPPLIES							
233		02/21	AP	08/04/20	0005181	PROFESSIONAL SOLUTIONS	6.95		09/02/20
		JULY CREDIT CARD FEES							
233		02/21	AP	08/04/20	0005182	PROFESSIONAL SOLUTIONS	6.95		09/02/20
		JULY CREDIT CARD FEES							
233		02/21	AP	08/04/20	0005183	PROFESSIONAL SOLUTIONS	6.95		09/02/20
		JULY CREDIT CARD FEES							
233		02/21	AP	08/04/20	0005176	PROFESSIONAL SOLUTIONS	85.41		09/02/20
		JULY CREDIT CARD FEES							
ACCOUNT TOTAL							106.26	.00	106.26
258-5531-435	86-01	REPAIR & MAINTENANCE / REPAIR & MAINTENANCE							
237		02/21	AP	07/25/20	0394803	CEDAR FALLS UTILITIES	15.75		08/14/20
		UTILITIES THRU 07/25/20							
ACCOUNT TOTAL							15.75	.00	15.75



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FUND 258 PARKING FUND									
					FUND TOTAL		122.01	.00	122.01
FUND 261 TOURISM & VISITORS									
261-2291-423.73-57						OTHER SUPPLIES / GIFT SHOP			
233		02/21 AP		08/04/20	0005184	PROFESSIONAL SOLUTIONS	21.97		09/02/20
						JULY CREDIT CARD FEES			
					ACCOUNT TOTAL		21.97	.00	21.97
261-2291-423.85-01						UTILITIES / UTILITIES			
237		02/21 AP		07/25/20	0394803	CEDAR FALLS UTILITIES	581.12		08/14/20
						UTILITIES THRU 07/25/20			
					ACCOUNT TOTAL		581.12	.00	581.12
261-2291-423.89-04						MISCELLANEOUS SERVICES / SALES TAX			
233		02/21 AP		08/07/20	0005171	IOWA DEPT.OF REVENUE	24.52		09/02/20
						SEMI MONTHLY SALES TAX VISITOR & TOURISM			
					ACCOUNT TOTAL		24.52	.00	24.52
					FUND TOTAL		627.61	.00	627.61
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01						UTILITIES / UTILITIES			
260		03/21 AP		08/05/20	0394852	CEDAR FALLS UTILITIES	1,080.68		08/28/20
						COMMUNITY CNTER UTILITIES			
237		02/21 AP		07/25/20	0394803	CEDAR FALLS UTILITIES	99.05		08/14/20
						UTILITIES THRU 07/25/20			
					ACCOUNT TOTAL		1,179.73	.00	1,179.73
262-1092-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
260		03/21 AP		08/10/20	0394855	CITY LAUNDERING CO.	8.50		08/28/20
						COMM. CENTER MAT SERVICE			
260		03/21 AP		07/27/20	0394855	CITY LAUNDERING CO.	8.50		08/28/20
						COMM. CENTER MAT SERVICE			
					ACCOUNT TOTAL		17.00	.00	17.00
262-1092-423.87-01						RENTALS / RENTALS			
318		02/21 AP		08/27/20	0394830	CEDAR FALLS COMMUNITY CREDIT	450.00		08/28/20
						REFUND-SEC.DEP/RENTAL CITY BUILDINGS CLOSED 317			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 262 SENIOR SERVICES & COMM CT							continued		
262-1092-423.87-01 RENTALS / RENTALS									
ACCOUNT TOTAL							450.00	.00	450.00
FUND TOTAL							1,646.73	.00	1,646.73
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP									
233		02/21 AP		08/25/20	0005159	EMC RISK SERVICES, LLC	525.00		09/02/20
W/C-POLICE-ANNUAL ADMIN 20-21									
233		02/21 AP		08/25/20	0005159	EMC RISK SERVICES, LLC	23,834.16		09/02/20
WORKER COMP-POLICE CLAIM									
233		02/21 AP		08/25/20	0005159	EMC RISK SERVICES, LLC	45,011.00		09/02/20
W/C-POLICE-BURKHARDT									
ACCOUNT TOTAL							69,370.16	.00	69,370.16
FUND TOTAL							69,370.16	.00	69,370.16
FUND 293 FIRE RETIREMENT FUND									
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP									
233		02/21 AP		08/25/20	0005159	EMC RISK SERVICES, LLC	525.00		09/02/20
W/C-FIRE-ANNUAL ADMIN 20-21									
233		02/21 AP		08/25/20	0005159	EMC RISK SERVICES, LLC	2,090.29		09/02/20
WORKER COMP-FIRE CLAIM									
ACCOUNT TOTAL							2,615.29	.00	2,615.29
FUND TOTAL							2,615.29	.00	2,615.29
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG									
259		03/21 AP		07/24/20	0394867	STOREY KENWORTHY	64.70		08/28/20
CLOROX WIPES									
PROJECT#: 012020									
ACCOUNT TOTAL							64.70	.00	64.70

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FUND 404	FEMA					FUND TOTAL	64.70	.00	64.70
FUND 405	FLOOD RESERVE FUND								
FUND 407	VISION IOWA PROJECT								
FUND 408	STREET IMPROVEMENT FUND								
FUND 430	2004 TIF BOND								
FUND 431	2014 BOND								
FUND 432	2003 BOND								
FUND 433	2001 TIF								
FUND 434	2000 BOND								
FUND 435	1999 TIF								
FUND 436	2012 BOND								
FUND 437	2018 BOND								
FUND 438	2020 BOND FUND								
FUND 439	2008 BOND FUND								
FUND 443	CAPITAL PROJECTS								
443-1220-431.94-33	CAPITAL PROJECTS /					PROPERTY ACQUISITION			
318	02/21 AP 08/01/20 0394831					CEDAR FALLS UTILITIES	151.22		08/28/20
	UTILITIES THRU 08/01/20								
						ACCOUNT TOTAL	151.22	.00	151.22
						FUND TOTAL	151.22	.00	151.22
FUND 472	PARKADE RENOVATION								
FUND 473	SIDEWALK ASSESSMENT								
FUND 483	ECONOMIC DEVELOPMENT								
FUND 484	ECONOMIC DEVELOPMENT LAND								
FUND 541	2018 STORM WATER BONDS								
FUND 544	2008 SEWER BONDS								
FUND 545	2006 SEWER BONDS								
FUND 546	SEWER IMPROVEMENT FUND								
FUND 547	SEWER RESERVE FUND								
FUND 548	1997 SEWER BOND FUND								
FUND 549	1992 SEWER BOND FUND								
FUND 550	2000 SEWER BOND FUND								
FUND 551	REFUSE FUND								
551-0000-213.00-00	CURRENT LIABILITY /					SALES TAX PAYABLE			
233	02/21 AP 08/07/20 0005171					IOWA DEPT.OF REVENUE	266.84		09/02/20
	SEMI MONTHLY SALES TAX					COMMERCIAL GARBAGE A/R			
						ACCOUNT TOTAL	266.84	.00	266.84
551-6685-436.72-01	OPERATING SUPPLIES /					OPERATING SUPPLIES			
300	02/21 AP 08/24/20 0394824					DOROTHY NABER	35.00		08/26/20
	REFUND CONTAINER DUMP.FEE								

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
233		02/21 AP	08/04/20	0005187	PROFESSIONAL SOLUTIONS	520.85				09/02/20
233		02/21 AP	08/04/20	0005176	PROFESSIONAL SOLUTIONS	22.59				09/02/20
ACCOUNT TOTAL							578.44	.00		578.44
551-6685-436.85-01 UTILITIES / UTILITIES										
318		02/21 AP	08/01/20	0394831	CEDAR FALLS UTILITIES	812.24				08/28/20
237		02/21 AP	07/25/20	0394803	CEDAR FALLS UTILITIES	1,618.35				08/14/20
ACCOUNT TOTAL							2,430.59	.00		2,430.59
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
237		02/21 AP	07/25/20	0394803	CEDAR FALLS UTILITIES	5,860.00				08/14/20
ACCOUNT TOTAL							5,860.00	.00		5,860.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
300		02/21 AP	08/15/20	0394821	BLACK HAWK CO.LANDFILL	22,599.95				08/26/20
237		02/21 AP	07/31/20	0394802	BLACK HAWK CO.LANDFILL	25,450.54				08/14/20
ACCOUNT TOTAL							48,050.49	.00		48,050.49
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
233		02/21 AP	08/20/20	0005172	IOWA DEPT.OF REVENUE	74.50				09/02/20
233		02/21 AP	08/07/20	0005171	IOWA DEPT.OF REVENUE	73.66				09/02/20
ACCOUNT TOTAL							148.16	.00		148.16
FUND TOTAL							57,334.52	.00		57,334.52

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6655-436.85-01						UTILITIES / UTILITIES			
318		02/21 AP		08/01/20	0394831	CEDAR FALLS UTILITIES	2,855.44		08/28/20
						UTILITIES THRU 08/01/20			
237		02/21 AP		07/25/20	0394803	CEDAR FALLS UTILITIES	1,950.47		08/14/20
						UTILITIES THRU 07/25/20			
						ACCOUNT TOTAL	4,805.91	.00	4,805.91
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
233		02/21 AP		08/26/20	0005153	ADVANTAGE ADMIN-SECT.105	52.79		09/02/20
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	52.79	.00	52.79
552-6665-436.85-01 UTILITIES / UTILITIES									
237		02/21 AP		07/25/20	0394803	CEDAR FALLS UTILITIES	13,043.73		08/14/20
						UTILITIES THRU 07/25/20			
						ACCOUNT TOTAL	13,043.73	.00	13,043.73
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
300		02/21 AP		08/15/20	0394821	BLACK HAWK CO.LANDFILL	215.06		08/26/20
						LANDFILL SRV:8/1-8/15/20			
						ACCOUNT TOTAL	215.06	.00	215.06
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
237		02/21 AP		07/25/20	0394803	CEDAR FALLS UTILITIES	5,860.00		08/14/20
						UTILITIES THRU 07/25/20			
						ACCOUNT TOTAL	5,860.00	.00	5,860.00
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
233		02/21 AP		08/20/20	0005172	IOWA DEPT.OF REVENUE	1,583.01		09/02/20
						SEMI MONTHLY SALES TAX			
233		02/21 AP		08/07/20	0005171	IOWA DEPT.OF REVENUE	7,154.85		09/02/20
						SEMI MONTHLY SALES TAX			
						ACCOUNT TOTAL	8,737.86	.00	8,737.86
						FUND TOTAL	32,715.35	.00	32,715.35

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FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630	432.86-34	REPAIR & MAINTENANCE / BILLING & COLLECTING								
237		02/21	AP	07/25/20	0394803	CEDAR FALLS UTILITIES	5,860.00			08/14/20
						UTILITIES THRU 07/25/20				
						ACCOUNT TOTAL	5,860.00	.00	5,860.00	
						FUND TOTAL	5,860.00	.00	5,860.00	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.81-43	PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES									
300		02/21	AP	08/10/20	0394823	CEDAR FALLS UTILITIES	15.00			08/26/20
						FIBER POINT:7/11-8/10/20				
						STATIC IP ADDRESS				
						ACCOUNT TOTAL	15.00	.00	15.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
366		03/21	AP	08/19/20	0394874	VERIZON WIRELESS	1,140.01			09/03/20
						WIRELESS SRV:8/20-9/19/20				
263		02/21	AP	08/06/20	0394818	U.S. CELLULAR	91.16			08/20/20
						CELL PHONE:8/6-9/5/20				
263		02/21	AP	08/06/20	0394819	U.S. CELLULAR	2,326.78			08/20/20
						WIRELESS SRV:8/6-9/5/20				
						ACCOUNT TOTAL	3,557.95	.00	3,557.95	
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS										
300		02/21	AP	08/10/20	0394823	CEDAR FALLS UTILITIES	3,320.00			08/26/20
						FIBER POINT:7/11-8/10/20				
						ACCOUNT TOTAL	3,320.00	.00	3,320.00	
						FUND TOTAL	6,892.95	.00	6,892.95	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
233		02/21	AP	08/31/20	0005164	EXPRESS SCRIPTS, INC.	10,820.51			09/02/20
						RX CLAIMS PROCESSING				
233		02/21	AP	08/28/20	0005199	WELLMARK IOWA	47,217.33			09/02/20
						HEALTH CLAIMS PROCESSING				
233		02/21	AP	08/26/20	0005153	ADVANTAGE ADMIN-SECT.105	90.37			09/02/20
						HEALTH INS. REIMBURSEMENT				
233		02/21	AP	08/24/20	0005163	EXPRESS SCRIPTS, INC.	4,237.21			09/02/20



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FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE						continued				
						RX CLAIMS PROCESSING				
233		02/21 AP		08/21/20	0005198	WELLMARK IOWA	134,647.94			09/02/20
						HEALTH CLAIMS PROCESSING				
233		02/21 AP		08/17/20	0005162	EXPRESS SCRIPTS, INC.	29,134.15			09/02/20
						RX CLAIMS PROCESSING				
233		02/21 AP		08/14/20	0005197	WELLMARK IOWA	84,835.29			09/02/20
						HEALTH CLAIMS PROCESSING				
233		02/21 AP		08/10/20	0005161	EXPRESS SCRIPTS, INC.	11,376.42			09/02/20
						RX CLAIMS PROCESSING				
233		02/21 AP		08/03/20	0005160	EXPRESS SCRIPTS, INC.	2,624.70			09/02/20
						RX CLAIMS PROCESSING				
233		02/21 AP		08/03/20	0005196	WELLMARK IOWA	22,770.41			09/02/20
						HEALTH CLAIMS PROCESSING				
						ACCOUNT TOTAL	347,754.33	.00		347,754.33
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
233		02/21 AP		08/03/20	0005158	DELTA DENTAL OF IOWA	13,180.40			09/02/20
						JUL & AUG 2020 DENTAL ACTIVE				
233		02/21 AP		08/03/20	0005158	DELTA DENTAL OF IOWA	108.80			09/02/20
						JUL & AUG 2020 DENTAL COBRA				
						ACCOUNT TOTAL	13,289.20	.00		13,289.20
						FUND TOTAL	361,043.53	.00		361,043.53
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
263		02/21 AP		08/19/20	0394815	LUX, JOSH	101.19			08/20/20
						RMB:HEALTH SEV.1/2 AUG'20				
250		02/21 AP		08/17/20	0394811	RYAN, MARTIN	429.60			08/18/20
						RMB:JUL-SEP'20 HEALTH SEV				
250		02/21 AP		08/17/20	0394811	RYAN, MARTIN	433.80			08/18/20
						RMB:AUG-OCT'20 HEALTH SEV				
250		02/21 AP		08/17/20	0394804	ANDERSON, ALETA L.	144.60			08/18/20
						RMB:JULY 2020 HEALTH SEV.				
250		02/21 AP		08/17/20	0394804	ANDERSON, ALETA L.	144.60			08/18/20
						RMB:JULY 2020 HEALTH SEV.				
						ACCOUNT TOTAL	1,253.79	.00		1,253.79
						FUND TOTAL	1,253.79	.00		1,253.79

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- 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									
233		02/21 AP		08/31/20	0005192	UNITED STATES TREASURY	64,336.40		09/02/20
						FEDERAL WITHHOLDING TAX			
						08/28/20 PAYROLL			
233		02/21 AP		08/17/20	0005191	UNITED STATES TREASURY	66,439.73		09/02/20
						FEDERAL WITHHOLDING TAX			
						08/14/20 PAYROLL			
233		02/21 AP		08/03/20	0005190	UNITED STATES TREASURY	71,891.51		09/02/20
						FEDERAL WITHHOLDING TAX			
						07/31/20 PAYROLL			
		ACCOUNT TOTAL					202,667.64	0.00	202,667.64
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING									
233		02/21 AP		08/31/20	0005174	IOWA DEPT.OF REVENUE	28,432.50		09/02/20
						STATE WITHHOLDING TAX			
						08/28/20 PAYROLL			
233		02/21 AP		08/17/20	0005173	IOWA DEPT.OF REVENUE	29,241.41		09/02/20
						STATE WITHHOLDING TAX			
						08/14/20 PAYROLL			
233		02/21 AP		08/04/20	0005170	IOWA DEPT.OF REVENUE	30,414.74		09/02/20
						STATE WITHHOLDING TAX			
						07/31/20 PAYROLL			
		ACCOUNT TOTAL					88,088.65	0.00	88,088.65
686-0000-222.03-00 PAYROLL LIABILITY / FICA									
233		02/21 AP		08/31/20	0005192	UNITED STATES TREASURY	73,880.82		09/02/20
						SS & MQGE/MEDICARE TAX			
						08/28/20 PAYROLL			
233		02/21 AP		08/17/20	0005191	UNITED STATES TREASURY	79,557.74		09/02/20
						SS & MQGE/MEDICARE TAX			
						08/14/20 PAYROLL			
233		02/21 AP		08/03/20	0005190	UNITED STATES TREASURY	85,981.60		09/02/20
						SS & MQGE/MEDICARE TAX			
						07/31/20 PAYROLL			
		ACCOUNT TOTAL					239,420.16	0.00	239,420.16
686-0000-222.04-00 PAYROLL LIABILITY / IPERS									
233		02/21 AP		08/05/20	0005169	I.P.E.R.S.	195,435.50		09/02/20
						IPERS JULY 2020			
		ACCOUNT TOTAL					195,435.50	0.00	195,435.50
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
233		02/21 AP		08/31/20	0005156	COLLECTION SERVICES CENTER	468.89		09/02/20
						CHILD SUPPORT PAYMENTS			
						08/28/20 PAYROLL			
302		02/21 AP		08/26/20	0394820	ADVANTAGE ADMINISTRATORS	5,926.55		08/26/20
						CAFETERIA PLAN:08/28/20			
302		02/21 AP		08/26/20	0394829	TEAMSTERS LOCAL #238	3,913.72		08/26/20
						UNION DUES-AUGUST 2020			
233		02/21 AP		08/26/20	0005195	VOYA FINANCIAL	10,721.66		09/02/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- 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			
						08/28/20 PAYROLL			
233		02/21 AP		08/17/20	0005155	COLLECTION SERVICES CENTER	468.89		09/02/20
						CHILD SUPPORT PAYMENTS			
						08/14/20 PAYROLL			
233		02/21 AP		08/12/20	0005194	VOYA FINANCIAL	10,721.66		09/02/20
						EMPLOYEE 457 CONTRIBUTION			
						08/14/20 PAYROLL			
233		02/21 AP		08/04/20	0005154	COLLECTION SERVICES CENTER	468.89		09/02/20
						CHILD SUPPORT PAYMENTS			
						07/31/20 PAYROLL			
						ACCOUNT TOTAL	32,690.26	.00	32,690.26
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
233		02/21 AP		08/06/20	0005175	MUNICIPAL FIRE & POLICE RETIR	44,636.01		09/02/20
						POLICE RETIREMENT			
233		02/21 AP		08/06/20	0005175	MUNICIPAL FIRE & POLICE RETIR	28,799.76		09/02/20
						FIRE RETIREMENT			
233		02/21 AP		08/06/20	0005175	MUNICIPAL FIRE & POLICE RETIR	152,787.54		09/02/20
						MFPRSI RETIREMENT			
						ACCOUNT TOTAL	226,223.31	.00	226,223.31
						FUND TOTAL	984,525.52	.00	984,525.52
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
233		02/21 AP		08/25/20	0005159	EMC RISK SERVICES, LLC	700.00		09/02/20
						WORKER COMP-ANNUAL ADMIN			
						20-21			
233		02/21 AP		08/25/20	0005159	EMC RISK SERVICES, LLC	6,360.70		09/02/20
						WORKER COMP CLAIM			
233		02/21 AP		08/25/20	0005159	EMC RISK SERVICES, LLC	7,733.83		09/02/20
						WORKER COMP-DOUGLAS			
						ACCOUNT TOTAL	14,794.53	.00	14,794.53
						FUND TOTAL	14,794.53	.00	14,794.53
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
366		03/21 AP		09/01/20	0394871	MADISON NATIONAL LIFE INS.CO.	3,831.76		09/03/20
						LTD - SEPTEMBER 2020			
						ACCOUNT TOTAL	3,831.76	.00	3,831.76
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 688 LTD INSURANCE FUND										
688-1902-457.51-04 INSURANCE / LIFE INSURANCE							continued			
366		03/21 AP		09/01/20	0394873	STANDARD INSURANCE COMPANY	3,478.71			09/03/20
						GROUP LIFE AD/D-SEP'20				
						ACCOUNT TOTAL	3,478.71	.00	3,478.71	
						FUND TOTAL	7,310.47	.00	7,310.47	
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
233		02/21 AP		08/25/20	0005159	EMC RISK SERVICES, LLC	1,750.00			09/02/20
						LIABILITY-ANNUAL ADMIN				
						20-21				
233		02/21 AP		08/25/20	0005159	EMC RISK SERVICES, LLC	2,350.00			09/02/20
						LIABILITY ADMIN FEES				
						ACCOUNT TOTAL	4,100.00	.00	4,100.00	
						FUND TOTAL	4,100.00	.00	4,100.00	
FUND 724 TRUST & AGENCY										
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND										
250		02/21 AP		08/14/20	0394810	GENERAL FUND	23,581.46			08/18/20
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	23,581.46	.00	23,581.46	
						FUND TOTAL	23,581.46	.00	23,581.46	
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
						GRAND TOTAL	1,829,825.57	429.24	1,829,396.33	

# Council Invoices for Council Meeting 09/08/20

PREPARED 09/03/2020, 11:14:31  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 01/2021

Item 32.

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER				POST DT
FUND 101 GENERAL FUND									
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
258		03/21	AP	08/20/20	0000000	KIRK GROSS COMPANY NAME PLATE-K STEVENS	10.00		10.00
ACCOUNT TOTAL							10.00	.00	10.00
101-1008-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
341		01/21	AP	07/01/20	0134750	IOWA STATE BAR ASSOCIATION ACCOUNT CORRECTION MEMBERSHIP-ROGERS		300.00	300.00
ACCOUNT TOTAL							.00	300.00	300.00-
101-1028-441.81-35 PROFESSIONAL SERVICES / EMPLOYEE RECOGNITION									
258		03/21	AP	08/10/20	0000000	TERRYBERRY MFG. JEWELERS SERVICE AWARD PINS	1,595.14		1,595.14
ACCOUNT TOTAL							1,595.14	.00	1,595.14
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
299		03/21	AP	08/30/20	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:SEASONAL LABORERS	93.00		93.00
299		03/21	AP	08/25/20	0000000	COURIER COMMUNICATIONS-ADVERT SEARCH BOOST	39.00		39.00
299		03/21	AP	08/18/20	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:HUMAN RESOURCE MGR	414.26		414.26
299		03/21	AP	08/18/20	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:PT LABORER	441.82		441.82
299		03/21	AP	08/16/20	0000000	COURIER COMMUNICATIONS-ADVERT 30K IMPRESSIONS	450.00		450.00
258		03/21	AP	07/31/20	0000000	REGISTER MEDIA JOB AD:REC & COMM PRG MGR	500.00		500.00
258		03/21	AP	07/31/20	0000000	REGISTER MEDIA JOB AD:REC & COMM PRG MGR	208.35		208.35
ACCOUNT TOTAL							2,146.43	.00	2,146.43
101-1028-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG									
258		03/21	AP	08/20/20	0000000	CINTAS FIRST AID & SAFETY RESTOCK FIRST AID CABINET	5.80		5.80
ACCOUNT TOTAL							5.80	.00	5.80
101-1028-441.81-57 PROFESSIONAL SERVICES / PAY PLAN STUDY									
258		03/21	AP	08/12/20	0000000	COTTINGHAM & BUTLER INSURANCE COMPENSATION REPRICE	8,500.00		8,500.00
ACCOUNT TOTAL							8,500.00	.00	8,500.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1028-441.81-57						PROFESSIONAL SERVICES / PAY PLAN STUDY	continued			
258		03/21 AP		08/12/20	0000000	COTTINGHAM & BUTLER INSURANCE	500.00			09/03/20
						CLASSIFICATION REVIEWS				
						HR MGR, LIBRARY TECH-ASST.				
						ACCOUNT TOTAL	9,000.00	.00	9,000.00	
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
299		03/21 AP		09/01/20	0000000	IAPELRA	50.00			09/03/20
						REG:FALL CONF.-B.BALVANZ				
						AMES 09/18/20				
						ACCOUNT TOTAL	50.00	.00	50.00	
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
258		03/21 AP		08/01/20	0000000	THOMSON REUTERS - WEST	601.07			09/03/20
						WESTLAW INFORMATION				
						7/1/20-7/31/20				
						ACCOUNT TOTAL	601.07	.00	601.07	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
258		03/21 AP		09/01/20	0000000	AHLERS AND COONEY, P.C.	3,900.00			09/03/20
						LEGAL SERVICES-SEPT'20				
258		03/21 AP		09/01/20	0000000	SWISHER & COHRT, P.L.C.	2,600.00			09/03/20
						LEGAL SERVICES-SEPT'20				
258		03/21 AP		08/10/20	0000000	SWEENEY, MICHELLE	2,425.85			09/03/20
						3006-WITNESS FEE-GREENHIL				
						6/5/20-7/28/20				
PROJECT#:					023006					
251		03/21 AP		08/01/20	0000000	REDFERN, MASON, LARSEN & MOORE,	6,678.50			09/03/20
						LGL:GREENHILL VILL. 9TH AD				
						07/01/20-07/31/20				
PROJECT#:					023006					
299		03/21 AP		08/01/20	0000000	REDFERN, MASON, LARSEN & MOORE,	510.00			09/03/20
						LGL:GENERAL MATTERS				
						7/7/20-7/8/20				
						ACCOUNT TOTAL	16,114.35	.00	16,114.35	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
258		03/21 AP		09/01/20	0000000	SWISHER & COHRT, P.L.C.	1,000.00			09/03/20
						LEGAL SERVICES-SEPT'20				
						ACCOUNT TOTAL	1,000.00	.00	1,000.00	
101-1048-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
341		01/21 AP		07/01/20	0134750	IOWA STATE BAR ASSOCIATION	300.00			09/01/20
						MEMBERSHIP-ROGERS				
						7/1/20-6/30/21				
						ACCOUNT TOTAL	300.00	.00	300.00	



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1048-441.83-06					TRANSPORTATION&EDUCATION / EDUCATION					
299		03/21 AP		09/01/20	0000000	IAPELRA	75.00			09/03/20
					REG:FALL CONF.-C.SOLE	AMES 09/18/20				
					ACCOUNT TOTAL		75.00	.00	75.00	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
344		03/21 AP		08/20/20	0000000	HAYES, DONTE	300.00			09/03/20
						GUEST ARTIST PANELIST - CARES FUNDING				
					ACCOUNT TOTAL		300.00	.00	300.00	
101-1199-421.31-40 HUMAN DEVELOPMENT GRANTS / GRANTS - PARKS										
322		03/21 AP		08/17/20	0000000	BLACK HAWK MEMORIAL CO., INC.	880.00			09/03/20
						22 BRICKS - VETS PARK				
					ACCOUNT TOTAL		880.00	.00	880.00	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
299		03/21 AP		08/21/20	0000000	COURIER LEGAL COMMUNICATIONS	22.13			09/03/20
						PH NTC-PLANS'20 ST PATCH				
299		03/21 AP		08/14/20	0000000	COURIER LEGAL COMMUNICATIONS	380.34			09/03/20
						8/3/20 CC MTG.MINS/BILLS				
258		03/21 AP		08/07/20	0000000	COURIER LEGAL COMMUNICATIONS	52.31			09/03/20
						PH NTC-REZONE-CFHS LAND				
258		03/21 AP		08/07/20	0000000	COURIER LEGAL COMMUNICATIONS	556.82			09/03/20
						ORD.2968-HR IN FBO				
					ACCOUNT TOTAL		1,011.60	.00	1,011.60	
101-1199-441.81-11 PROFESSIONAL SERVICES / ELECTION										
299		03/21 AP		09/01/20	0000000	BLACK HAWK CO.AUDITOR	50,235.19			09/03/20
						SPECIAL ELECTION EXPENSES 7/7&8/4/20-FILL VACANCY20				
					ACCOUNT TOTAL		50,235.19	.00	50,235.19	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
312		03/21 AP		08/21/20	0000000	PROFESSIONAL LAWN CARE, LLC	118.75			09/03/20
						CODE E.MOW-PENNINGTON LOT				
312		03/21 AP		06/30/20	0000000	PROFESSIONAL LAWN CARE, LLC	142.50			09/03/20
						CODE ENF.MOW-704 BLUFF				
					ACCOUNT TOTAL		261.25	.00	261.25	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS										
312		03/21 AP		07/08/20	0000000	SERVICEWEAR APPAREL, INC.	100.51		09/03/20	
		POLOS, SHIRT-J. CASTLE								
312		03/21 AP		07/08/20	0000000	SERVICEWEAR APPAREL, INC.	83.28		09/03/20	
		POLOS-G. REKWARD								
312		03/21 AP		07/08/20	0000000	SERVICEWEAR APPAREL, INC.	114.36		09/03/20	
		POLOS-J. MAI								
312		03/21 AP		07/02/20	0000000	SERVICEWEAR APPAREL, INC.	122.20		09/03/20	
		TNECK, POLO, JACKET-WARDELL								
312		03/21 AP		07/02/20	0000000	SERVICEWEAR APPAREL, INC.	114.12		09/03/20	
		POLOS-J. HENDERSON								
312		03/21 AP		07/02/20	0000000	SERVICEWEAR APPAREL, INC.	121.28		09/03/20	
		POLOS-J. CRAIG								
		ACCOUNT TOTAL						655.75	.00	655.75
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING										
312		03/21 AP		08/25/20	0000000	PARKADE PRINTER, INC.	86.65		09/03/20	
		DRYWALL INSPECTION LABELS								
		ACCOUNT TOTAL						86.65	.00	86.65
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
258		03/21 AP		08/20/20	0000000	CINTAS FIRST AID & SAFETY	5.79		09/03/20	
		RESTOCK FIRST AID CABINET								
		ACCOUNT TOTAL						5.79	.00	5.79
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
258		03/21 AP		08/12/20	0000000	KIRK GROSS COMPANY	10.00		09/03/20	
		NAME PLATE-T WEINTRAUT								
		ACCOUNT TOTAL						10.00	.00	10.00
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
322		03/21 AP		08/31/20	0000000	WATERLOO-C.F. UMPIRES ASSOC.	1,290.00		09/03/20	
		UMPIRE ADULT SBALL LEAGUE FALL 2020 LEAGUE								
322		03/21 AP		08/30/20	0000000	WATERLOO-C.F. UMPIRES ASSOC.	2,451.00		09/03/20	
		UMPIRE ADULT SBALL LEAGUE SUMMER 2020 LEAGUE								
		ACCOUNT TOTAL						3,741.00	.00	3,741.00
101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.										
322		03/21 AP		08/17/20	0000000	KEYSTONE LABORATORIES, INC.	46.50		09/03/20	
		WATER TESTING-FALLS								

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.						continued				
322		03/21 AP		08/12/20	0000000	CARRICO AQUATIC RESOURCES INC	4,368.72			09/03/20
						LAMP,POWER SUPPLY LEAD				
						WIRE				
322		03/21 AP		08/03/20	0000000	CEDAR VALLEY LAWN CARE	1,660.94			09/03/20
						IRRIGATION-WINTERIZING				
341		01/21 AP		07/10/20	0134946	US BANK	45.45			09/01/20
						APG CASH DRAWER				
						LOCK SETS FOR CASH DRAWRS				
341		01/21 AP		07/08/20	0134946	US BANK	384.00			09/01/20
						AMZN MKTP US*MJ6620XVO				
						CARD SCANNERS-POOL				
						ACCOUNT TOTAL	6,505.61	.00		6,505.61
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
344		03/21 AP		08/28/20	0000000	SIGNS BY TOMORROW	41.00			09/03/20
						VINYL FOR MARJORIE NUHN				
344		03/21 AP		08/14/20	0000000	SIGNS BY TOMORROW	140.25			09/03/20
						PVC FOR MARJORIE NUHN				
						ACCOUNT TOTAL	181.25	.00		181.25
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
344		03/21 AP		08/25/20	0000000	CITY LAUNDERING CO.	29.30			09/03/20
						MATS				
309		02/21 AP		07/14/20	0134793	SCHNEIDER, RALDO		300.00		08/27/20
						VOID CHECK-CANCELED				
						CONCERT PERFORMANCE FOR				
						ACCOUNT TOTAL	29.30	300.00		270.70-
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION										
344		03/21 AP		08/19/20	0000000	LEVERAGE DIGITAL IMAGING	687.52			09/03/20
						FALL BROCHURE				
						ACCOUNT TOTAL	687.52	.00		687.52
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
325		03/21 AP		08/14/20	0000000	STOREY KENWORTHY	53.84			09/03/20
						BINDERS				
325		03/21 AP		08/12/20	0000000	STOREY KENWORTHY	197.44			09/03/20
						PENS;LABELS				
						ACCOUNT TOTAL	251.28	.00		251.28
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
325		03/21 AP		08/24/20	0000000	CITY LAUNDERING CO.	21.00			09/03/20
						TOWELS;MATS-PSS BUILDING				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY						continued				
					ACCOUNT TOTAL		21.00	.00	21.00	
101-4511-414.72-09					OPERATING SUPPLIES / EQUIPMENT REPAIR					
325		03/21 AP		08/13/20	0000000	RACOM CORPORATION	723.00			09/03/20
						SERVICE RADIO-TANKER 551				
325		03/21 AP		08/13/20	0000000	RACOM CORPORATION	112.50			09/03/20
						BATTERY-TIM SMITH'S RADIO				
					ACCOUNT TOTAL		835.50	.00	835.50	
101-4511-414.72-20					OPERATING SUPPLIES / OFFICERS EQUIPMENT					
325		03/21 AP		08/27/20	0000000	SANDRY FIRE SUPPLY, L.L.C.	836.75			09/03/20
						TURNOUT GEAR-HOOD SHIELDS BLUE SHIFT				
325		03/21 AP		08/27/20	0000000	SANDRY FIRE SUPPLY, L.L.C.	248.95			09/03/20
						FIRE HELMET BRAD SHERWOOD-REPLACEMENT				
					ACCOUNT TOTAL		1,085.70	.00	1,085.70	
101-4511-414.72-99					OPERATING SUPPLIES / POSTAGE					
325		03/21 AP		08/19/20	0000000	FEDERAL EXPRESS	45.11			09/03/20
						SHIP TO NRS REPAIRS RETURN WATER RESCUE SUITS				
					ACCOUNT TOTAL		45.11	.00	45.11	
101-4511-414.83-06					TRANSPORTATION&EDUCATION / EDUCATION					
325		03/21 AP		08/26/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00			09/03/20
						1 CERT.FEE-FIRE FIGHTER 2 NOLAN YOUNG				
325		03/21 AP		08/24/20	0000000	HAWKEYE COMMUNITY COLLEGE	1,881.00			09/03/20
						REG:EMT COURSE-S.DOUGAN 08/24/20-12/17/20				
325		03/21 AP		08/24/20	0000000	HAWKEYE COMMUNITY COLLEGE	1,881.00			09/03/20
						REG:EMT COURSE-N.YOUNG 08/24/20-12/17/20				
325		03/21 AP		08/24/20	0000000	HAWKEYE COMMUNITY COLLEGE	1,881.00			09/03/20
						REG:EMT COURSE-T.BALTES 08/24/20-12/17/20				
325		03/21 AP		08/21/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00			09/03/20
						1 CERT.FEE-FIRE FIGHTER 2 BROOKE HELGESON				
325		03/21 AP		08/21/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00			09/03/20
						1 CERT.FEE-FIRE FIGHTER 2 THOMAS BALTES				
					ACCOUNT TOTAL		5,793.00	.00	5,793.00	
101-4511-414.86-01					REPAIR & MAINTENANCE / REPAIR & MAINTENANCE					
325		03/21 AP		08/10/20	0000000	PROSHIELD FIRE & SECURITY	535.00			09/03/20
						ANN.EXT.INSPE./RECHARGE 1718 MAIN STREET				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
309		02/21	AP	06/18/20	0134775	OUTDOOR & MORE		226.67		08/27/20
						VOID CHECK-NEW AMOUNT				
						HIGH OCTANE FUEL-STAT.#1				
						ACCOUNT TOTAL	535.00	226.67	308.33	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
329		03/21	AP	08/26/20	0000000	CINTAS FIRST AID & SAFETY	14.90			09/03/20
						RESTOCK PD FIRST AID KIT				
325		03/21	AP	08/24/20	0000000	CITY LAUNDERING CO.	21.00			09/03/20
						TOWELS;MATS-PSS BUILDING				
329		03/21	AP	08/07/20	0000000	DES MOINES STAMP MFG. CO.	28.30			09/03/20
						NOTARY STAMP-JEFF SCHULTZ				
						ACCOUNT TOTAL	64.20	.00	64.20	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
329		03/21	AP	07/24/20	0000000	MIDWEST DEFENSE SOLUTIONS, LL	370.50			09/03/20
						3 STREAMLIGHT FLASHLIGHTS				
						KRAMER/PURDY/Ryan				
329		03/21	AP	07/24/20	0000000	MIDWEST DEFENSE SOLUTIONS, LL	724.50			09/03/20
						6 DUTY HOLSTERS-INVENTORY				
						KRAMER/PURDY/Ryan/ROSS				
						ACCOUNT TOTAL	1,095.00	.00	1,095.00	
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE										
325		03/21	AP	08/19/20	0000000	FEDERAL EXPRESS	16.27			09/03/20
						SHIP TO INTOXIMETERS				
						RETURN PBT FOR REPAIR				
						ACCOUNT TOTAL	16.27	.00	16.27	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
329		03/21	AP	08/24/20	0000000	MCKENNA MCNELLY PHOTOGRAPHY	260.00			09/03/20
						PROFESSIONAL PHOTOS-PD				
						RYAN/KRAMER/GETZ/HOEFT				
						ACCOUNT TOTAL	260.00	.00	260.00	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
329		03/21	AP	07/28/20	0000000	IOWA LAW ENFORCEMENT ACADEMY	32.00			09/03/20
						POLO SHIRT-FIREARMS INST.				
						CARSON BARRON				
329		03/21	AP	07/28/20	0000000	IOWA LAW ENFORCEMENT ACADEMY	32.00			09/03/20
						POLO SHIRT-FIREARMS INST.				
						JON GERZEMA				
						ACCOUNT TOTAL	64.00	.00	64.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-5521-425.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY				
329		03/21	AP	08/07/20	0000000	CEDAR BEND HUMANE SOCIETY	3,969.00			09/03/20
329		03/21	AP	08/03/20	0000000	JUL'20 ANIMAL SURRENDER WATERLOO, CITY OF	7,667.00			09/03/20
						ANIMAL CALLS;7/1-7/31/20				
						ACCOUNT TOTAL	11,636.00	.00		11,636.00
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
320		03/21	AP	08/27/20	0000000	DIAMOND VOGEL PAINT - #52 PAINT	104.37			09/03/20
320		03/21	AP	08/27/20	0000000	O'DONNELL ACE HARDWARE	3.50			09/03/20
301		03/21	AP	08/20/20	0000000	FOAM SPRAY O'DONNELL ACE HARDWARE	47.99			09/03/20
320		03/21	AP	08/06/20	0000000	ROUND UP OUTDOOR & MORE	50.38			09/03/20
277		03/21	AP	07/31/20	0000000	MOWER PARTS NAPA AUTO PARTS	98.46			09/03/20
						PARTS & EXPENSES JULY'20				
						ACCOUNT TOTAL	304.70	.00		304.70
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
320		03/21	AP	08/27/20	0000000	MARTIN BROS.DISTRIBUTING TOWELS,LINERS, TISSUES, SANIIZER, DISPENSERS	115.90			09/03/20
						PROJECT#: 062501				
320		03/21	AP	08/27/20	0000000	MARTIN BROS.DISTRIBUTING TOWELS,LINERS, TISSUES, SANITIZER, DISPENSERS	49.50			09/03/20
						PROJECT#: 062506				
320		03/21	AP	08/27/20	0000000	MARTIN BROS.DISTRIBUTING TOWELS,LINERS, TISSUES, SANITIZER, DISPENSERS	489.37			09/03/20
						PROJECT#: 062511				
340		03/21	AP	08/27/20	0000000	MENARDS-CEDAR FALLS WASP SPRAY	11.94			09/03/20
						PROJECT#: 062508				
320		03/21	AP	08/26/20	0000000	O'DONNELL ACE HARDWARE MOUNTING STRIPS	11.38			09/03/20
						PROJECT#: 062507				
340		03/21	AP	08/26/20	0000000	ECHO GROUP, INC. LIGHT BULBS	75.15			09/03/20
						PROJECT#: 062506				
320		03/21	AP	08/25/20	0000000	MARTIN BROS.DISTRIBUTING SOAP	101.26			09/03/20
						PROJECT#: 062507				
320		03/21	AP	08/25/20	0000000	O'DONNELL ACE HARDWARE MOUNTING STRIPS	11.99			09/03/20
						PROJECT#: 062507				
320		03/21	AP	08/20/20	0000000	MARTIN BROS.DISTRIBUTING	117.69			09/03/20





GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
340		03/21	AP	08/28/20	0000000	O'DONNELL ACE HARDWARE	8.78		09/03/20
						SOCKET ADAPTER			
						PROJECT#: 062501			
340		03/21	AP	08/28/20	0000000	O'DONNELL ACE HARDWARE	3.96		09/03/20
						SCREWS			
						PROJECT#: 062501			
340		03/21	AP	08/26/20	0000000	MENARDS-CEDAR FALLS	42.95		09/03/20
						LIGHTS AND OUTLET			
						PROJECT#: 062505			
320		03/21	AP	08/24/20	0000000	O'DONNELL ACE HARDWARE	37.07		09/03/20
						DRILL BITS AND SCREWS			
						PROJECT#: 062507			
320		03/21	AP	08/24/20	0000000	O'DONNELL ACE HARDWARE	14.69		09/03/20
						TOILET REPAIR			
340		03/21	AP	08/24/20	0000000	MENARDS-CEDAR FALLS	61.77		09/03/20
						MOUNTING TAPE AND SCREWS			
						DRILL BITS			
						PROJECT#: 062507			
320		03/21	AP	08/21/20	0000000	MENARDS-CEDAR FALLS	59.87		09/03/20
						TILE BIT, LIGHT SENSOR,			
						SCREWS			
						PROJECT#: 062507			
320		03/21	AP	08/18/20	0000000	ECHO GROUP, INC.	268.28		09/03/20
						LIGHTING REPAIR			
						PROJECT#: 062506			
320		03/21	AP	08/07/20	0000000	ECHO GROUP, INC.	248.00		09/03/20
						EXIT LIGHT BATTERIES			
						PROJECT#: 062501			
252		03/21	AP	08/06/20	0000000	O'DONNELL ACE HARDWARE	13.38		09/03/20
						ADHESIVE			
						PROJECT#: 062506			
252		03/21	AP	08/05/20	0000000	MENARDS-CEDAR FALLS	.72		09/03/20
						COUPLING			
						PROJECT#: 062506			
252		03/21	AP	07/29/20	0000000	POLK'S LOCK SERVICE, INC.	467.00		09/03/20
						DOOR CLOSER			
						PROJECT#: 062507			
246		03/21	AP	07/27/20	0000000	ECHO GROUP, INC.	150.01		09/03/20
						PHOTO EYES-EXTERIOR LIGHT			
246		03/21	AP	07/21/20	0000000	JOHNSTONE SUPPLY OF WATERLOO		198.17	09/03/20
						CREDIT-RETURNED MODULE			
						PROJECT#: 062501			
						ACCOUNT TOTAL	1,376.48	198.17	1,178.31
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
252		03/21	AP	08/07/20	0000000	PLUNKETT'S PEST CONTROL, INC	15.00		09/03/20
						PEST CONTROL			
						PROJECT#: 062510			
252		03/21	AP	08/07/20	0000000	PLUNKETT'S PEST CONTROL, INC	15.00		09/03/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued			
PEST CONTROL									
PROJECT#:	062510								
224	03/21 AP	08/01/20	0000000	PLUNKETT'S PEST CONTROL, INC	47.29		09/03/20		
PEST CONTROL									
PROJECT#:	062511								
224	03/21 AP	08/01/20	0000000	PLUNKETT'S PEST CONTROL, INC	24.00		09/03/20		
PEST CONTROL									
PROJECT#:	062508								
ACCOUNT TOTAL							101.29	.00	101.29
101-6616-446.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
340	03/21 AP	08/31/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	1,206.15		09/03/20		
CHEMICAL ROOM FANS									
PROJECT#:	062514								
ACCOUNT TOTAL							1,206.15	.00	1,206.15
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
340	03/21 AP	09/01/20	0000000	FRESH START CLEANING SOLUTION	3,700.00		09/03/20		
JANITORIAL SERVICES									
PROJECT#:	062501								
340	03/21 AP	09/01/20	0000000	FRESH START CLEANING SOLUTION	1,448.00		09/03/20		
JANITORIAL SERVICES									
PROJECT#:	062506								
340	03/21 AP	09/01/20	0000000	FRESH START CLEANING SOLUTION	7,000.00		09/03/20		
JANITORIAL SERVICES									
PROJECT#:	062507								
340	03/21 AP	09/01/20	0000000	FRESH START CLEANING SOLUTION	3,000.00		09/03/20		
JANITORIAL SERVICES									
PROJECT#:	062511								
340	03/21 AP	09/01/20	0000000	FRESH START CLEANING SOLUTION	624.00		09/03/20		
JANITORIAL SERVICES									
PROJECT#:	062509								
340	03/21 AP	09/01/20	0000000	FRESH START CLEANING SOLUTION	3,268.00		09/03/20		
JANITORIAL SERVICES									
PROJECT#:	062503								
340	03/21 AP	09/01/20	0000000	FRESH START CLEANING SOLUTION	770.00		09/03/20		
JANITORIAL SERVICES									
PROJECT#:	062508								
340	03/21 AP	09/01/20	0000000	FRESH START CLEANING SOLUTION	1,664.00		09/03/20		
JANITORIAL SERVICES									
PROJECT#:	062506								
340	03/21 AP	09/01/20	0000000	FRESH START CLEANING SOLUTION	100.00		09/03/20		
JANITORIAL SERVICES									
PROJECT#:	062515								
320	03/21 AP	08/27/20	0000000	CITY LAUNDERING CO.	40.00		09/03/20		

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
MATS										
320		03/21 AP		08/25/20	0000000	CITY LAUNDERING CO.	20.00			09/03/20
PROJECT#: 062501 MAT SERVICE										
252		03/21 AP		08/13/20	0000000	CITY LAUNDERING CO.	40.00			09/03/20
PROJECT#: 062507 MATS										
252		03/21 AP		08/13/20	0000000	HARRIS CLEANING SERVICE, INC. DUCT CLEANING	525.00			09/03/20
PROJECT#: 062507										
320		03/21 AP		08/13/20	0000000	ENGINEERED CONTROLS, INC.	181.29			09/03/20
PROJECT#: 062506 SENSOR REPLACEMENT										
246		03/21 AP		08/11/20	0000000	CITY LAUNDERING CO.	20.00			09/03/20
PROJECT#: 062501 MAT SERVICE										
224		03/21 AP		08/03/20	0000000	PROSHIELD FIRE & SECURITY INSPECTION	99.50			09/03/20
PROJECT#: 062508										
252		03/21 AP		08/03/20	0000000	WOODMAN CONTROLS COMPANY BUILDING CONTROL SYSTEM PREVENTIVE MAINTENANCE	5,484.00			09/03/20
PROJECT#: 062503										
230		03/21 AP		08/01/20	0000000	FRESH START CLEANING SOLUTION	3,700.00			09/03/20
PROJECT#: 062501 JANITORIAL SERVICES-AUG										
230		03/21 AP		08/01/20	0000000	FRESH START CLEANING SOLUTION	1,448.00			09/03/20
PROJECT#: 062505 JANITORIAL SERVICES-AUG										
230		03/21 AP		08/01/20	0000000	FRESH START CLEANING SOLUTION	7,000.00			09/03/20
PROJECT#: 062507 JANITORIAL SERVICES-AUG										
230		03/21 AP		08/01/20	0000000	FRESH START CLEANING SOLUTION	3,000.00			09/03/20
PROJECT#: 062511 JANITORIAL SERVICES-AUG										
230		03/21 AP		08/01/20	0000000	FRESH START CLEANING SOLUTION	624.00			09/03/20
PROJECT#: 062510 JANITORIAL SERVICES-AUG										
230		03/21 AP		08/01/20	0000000	FRESH START CLEANING SOLUTION	3,268.00			09/03/20
PROJECT#: 062503 JANITORIAL SERVICES-AUG										
230		03/21 AP		08/01/20	0000000	FRESH START CLEANING SOLUTION	770.00			09/03/20
PROJECT#: 062508 JANITORIAL SERVICES-AUG										
230		03/21 AP		08/01/20	0000000	FRESH START CLEANING SOLUTION	1,664.00			09/03/20
PROJECT#: 062506 JANITORIAL SERVICES-AUG										
230		03/21 AP		08/01/20	0000000	FRESH START CLEANING SOLUTION	200.00			09/03/20
PROJECT#: 062515 JANITORIAL SERVICES-AUG										
252		03/21 AP		08/01/20	0000000	O'KEEFE ELEVATOR COMPANY, INC	148.00			09/03/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
ELEVATOR MAINTENANCE									
PROJECT#:		062501							
252		03/21 AP 08/01/20 0000000			O'KEEFE ELEVATOR COMPANY, INC	148.00			09/03/20
ELEVATOR MAINTENANCE									
PROJECT#:		062503							
252		03/21 AP 08/01/20 0000000			O'KEEFE ELEVATOR COMPANY, INC	148.00			09/03/20
ELEVATOR MAINTENANCE									
PROJECT#:		062505							
252		03/21 AP 08/01/20 0000000			O'KEEFE ELEVATOR COMPANY, INC	148.00			09/03/20
ELEVATOR MAINTENANCE									
PROJECT#:		062511							
230		03/21 AP 07/31/20 0000000			BLACKHAWK SPRINKLERS, INC.	514.90			09/03/20
FIRE SYSTEM INSPECTION									
PROJECT#:		062511							
230		03/21 AP 07/31/20 0000000			BLACKHAWK SPRINKLERS, INC.	661.90			09/03/20
FIRE SYSTEM INSPECTION									
PROJECT#:		062506							
230		03/21 AP 07/31/20 0000000			BLACKHAWK SPRINKLERS, INC.	161.95			09/03/20
FIRE SYSTEM INSPECTION									
PROJECT#:		062501							
246		03/21 AP 07/28/20 0000000			A-TEC RECYCLING, INC.	1,125.87			09/03/20
LIGHT BULB RECYCLING									
PROJECT#:		062506							
340		03/21 AP 06/02/20 0000000			CITY LAUNDERING CO.	30.00			09/03/20
MAT SERVICE									
PROJECT#:		062501							
340		03/21 AP 05/19/20 0000000			CITY LAUNDERING CO.	30.00			09/03/20
MAT SERVICE									
PROJECT#:		062501							
ACCOUNT TOTAL							52,774.41	.00	52,774.41
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING									
340		03/21 AP 08/25/20 0000000			PLUMB TECH INC.	80.00			09/03/20
HVAC REPAIR									
PROJECT#:		062506							
252		03/21 AP 08/04/20 0000000			PLUMB TECH INC.	2,786.00			09/03/20
WATER HEATER REPLACEMENT AND SOFTENER INSTALLATION									
PROJECT#:		062506							
246		03/21 AP 07/29/20 0000000			AIRE SERV.OF THE CEDAR VALLEY	220.00			09/03/20
HVAC REPAIRS									
PROJECT#:		062501							
ACCOUNT TOTAL							3,086.00	.00	3,086.00
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
301		03/21 AP 08/17/20 0000000			TESTAMERICA LABORATORIES, INC	21.00			09/03/20

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued				
						WATER TEST-PRO SHOP				
246		03/21 AP		06/30/20	0000000	IOWA DEPT-NATURAL RESOURCES	125.00			09/03/20
						ANNUAL WATER SUPPLY FEE				
						PHEASANT RIDGE 7'20-6'21				
						ACCOUNT TOTAL	146.00	.00	146.00	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
258		03/21 AP		08/12/20	0000000	KIRK GROSS COMPANY	10.00			09/03/20
						NAME PLATE-J HELLAND				
						ACCOUNT TOTAL	10.00	.00	10.00	
101-6625-432.72-18 OPERATING SUPPLIES / SURVEYING										
251		03/21 AP		08/28/20	0000000	UBBEN BUILDING SUPPLY, INC.	680.00			09/03/20
						SURVEY MATERIALS				
						LUMBER				
						ACCOUNT TOTAL	680.00	.00	680.00	
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
258		03/21 AP		08/20/20	0000000	CINTAS FIRST AID & SAFETY	13.72			09/03/20
						RESTOCK FIRST AID CABINET				
						ACCOUNT TOTAL	13.72	.00	13.72	
101-6625-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
251		03/21 AP		08/25/20	0000000	SNYDER & ASSOCIATES, INC.	251.50			09/03/20
						3174-GEN.ENGINEERING 2019				
						SERVICES THRU 06/30/20				
						PROJECT#: 023174				
251		03/21 AP		08/10/20	0000000	TERRACON CONSULTANTS, INC.	467.62			09/03/20
						3199-TERRACES AT W. GLEN				
						SERVICES THRU 8/1/20				
						PROJECT#: 023199				
251		03/21 AP		08/10/20	0000000	TERRACON CONSULTANTS, INC.	935.44			09/03/20
						3151-THE ARBORS 4TH ADD.				
						SERVICES THRU 8/1/20				
						PROJECT#: 023151				
251		03/21 AP		08/10/20	0000000	TERRACON CONSULTANTS, INC.	251.99			09/03/20
						3193-WESTERN HOME 9TH ADD				
						SERVICES THRU 8/1/20				
						PROJECT#: 023193				
251		03/21 AP		08/06/20	0000000	AECOM TECHNICAL SERVICES, INC	819.18			09/03/20
						3139-2017 SURVEY SERVICES				
						ALGONQUIN 7/4-7/31/20				
						PROJECT#: 023139				
						ACCOUNT TOTAL	2,725.73	.00	2,725.73	
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6633-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
	224	03/21 AP		07/30/20	0000000	STOREY KENWORTHY	61.77			09/03/20
						CALCULATOR, STAPLES				
						ACCOUNT TOTAL	61.77	.00	61.77	
continued										
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
	320	03/21 AP		08/27/20	0000000	BUILDERS SELECT LLC	7.17			09/03/20
						DRILL BITS				
	320	03/21 AP		08/27/20	0000000	STOKES WELDING	298.62			09/03/20
						HARD HATS				
	320	03/21 AP		08/24/20	0000000	D & K PRODUCTS	515.50			09/03/20
						CHEMICALS				
	301	03/21 AP		08/21/20	0000000	DIAMOND VOGEL PAINT - #52	66.04			09/03/20
						PAINT,SUPPLIES-TOURIST PK				
	301	03/21 AP		08/19/20	0000000	SCOOP FEED & SUPPLY, THE	211.00			09/03/20
						GRASS SEED				
	301	03/21 AP		08/17/20	0000000	O'DONNELL ACE HARDWARE	33.99			09/03/20
						TANK SPRAYER				
	301	03/21 AP		08/14/20	0000000	FOSTER'S, INC.	342.00			09/03/20
						TREE WATERING BAGS				
	301	03/21 AP		08/14/20	0000000	MENARDS-CEDAR FALLS	168.37			09/03/20
						ELECTRONIC TIMER PORT,				
	301	03/21 AP		08/12/20	0000000	TOBEN DRAINAGE, LLC	373.00			09/03/20
						INSTAL DRAINAGE INTAKE				
	224	03/21 AP		08/10/20	0000000	TILE-PHEASANT RIDGE	300.80			09/03/20
						BARS FOR CHAIN SAW				
	301	03/21 AP		08/10/20	0000000	STICKFORT ELECTRIC CO., INC.	500.00			09/03/20
						VET PARK ELECTRICAL				
	224	03/21 AP		08/07/20	0000000	O'DONNELL ACE HARDWARE	10.69			09/03/20
						TAPE				
	224	03/21 AP		08/07/20	0000000	O'DONNELL ACE HARDWARE	29.67			09/03/20
						SCREWS, SPONGE, DRILL BIT				
	301	03/21 AP		08/06/20	0000000	BENTON BUILDING CENTER	8.10			09/03/20
						MASON MIX-VETS PARK				
	301	03/21 AP		08/06/20	0000000	FASTENAL COMPANY	9.22			09/03/20
						ANCHOR SET TOOL, PIN ANCHR				
	224	03/21 AP		08/05/20	0000000	O'DONNELL ACE HARDWARE	90.75			09/03/20
						WEED KILLER/BULBS				
	224	03/21 AP		08/05/20	0000000	O'DONNELL ACE HARDWARE		10.69		09/03/20
						BULB RETURN				
	301	03/21 AP		08/05/20	0000000	BENTON BUILDING CENTER	4.30			09/03/20
						LAG BOLTS				
	301	03/21 AP		08/05/20	0000000	BENTON'S READY MIX CONCRETE,	158.80			09/03/20
						CONCRETE-VETS PARK FLAME				
	301	03/21 AP		08/05/20	0000000	VOGEL IRRIGATION CO.	78.54			09/03/20
						IRRIGATION HEAD				
	301	03/21 AP		08/05/20	0000000	DIAMOND VOGEL PAINT - #52	96.90			09/03/20
						GRAFFITI PAINT				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			continued
301		03/21	AP	08/05/20	0000000	MENARDS-CEDAR FALLS	7.82		09/03/20
						RISERS,FPT TEE			
224		03/21	AP	08/04/20	0000000	O'DONNELL ACE HARDWARE	1.39		09/03/20
						PVC FITTING			
224		03/21	AP	08/03/20	0000000	O'DONNELL ACE HARDWARE	135.68		09/03/20
						PLASTIC TOTE,SWEEPER			
224		03/21	AP	07/31/20	0000000	MENARDS-CEDAR FALLS	13.57		09/03/20
						IRRIGATION PARTS			
230		03/21	AP	07/31/20	0000000	CULLIGAN WATER CONDITIONING	65.00		09/03/20
						WATER GREENWOOD CEMETERY			
230		03/21	AP	07/31/20	0000000	CULLIGAN WATER CONDITIONING	27.85		09/03/20
						WATER 606 UNION RD			
277		03/21	AP	07/31/20	0000000	NAPA AUTO PARTS	292.56		09/03/20
						PARTS & EXPENSES JULY'20			
301		03/21	AP	07/28/20	0000000	MIDWEST IRRIGATION, LLC	539.45		09/03/20
						SURGE DEVICE INSTALLED			
						6/1/20			
301		03/21	AP	07/27/20	0000000	TESTAMERICA LABORATORIES, INC	42.00		09/03/20
						WATER TEST BEACH HOUSE			
230		03/21	AP	07/16/20	0000000	BENTON BUILDING CENTER	48.38		09/03/20
						PLYWOOD			
246		03/21	AP	06/30/20	0000000	IOWA DEPT-NATURAL RESOURCES	125.00		09/03/20
						ANNUAL WATER SUPPLY FEE			
						ISLAND PARK 7'20-6'21			
301		03/21	AP	06/30/20	0000000	CULLIGAN WATER CONDITIONING	71.50		09/03/20
						WATER			
309		02/21	AP	06/05/20	0134669	WAPSIE PINES LAWN CARE/LANDSC		148.43	08/27/20
						VOID-DUPLICATE PAYMENT			
						PLANTS			
						ACCOUNT TOTAL	4,673.66	159.12	4,514.54
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
230		03/21	AP	07/31/20	0000000	COOLEY PUMPING, LLC	85.00		09/03/20
						PORTA POTTY-UNI BB FIELDS			
230		03/21	AP	07/31/20	0000000	COOLEY PUMPING, LLC	85.00		09/03/20
						PORTA POTTY-UNI TENNIS CT			
230		03/21	AP	07/31/20	0000000	COOLEY PUMPING, LLC	105.00		09/03/20
						PORTA POTTY-ELDORADO PARK			
224		03/21	AP	07/16/20	0000000	OUTDOOR & MORE	54.25		09/03/20
						SHARPEN CHAINS			
						ACCOUNT TOTAL	329.25	.00	329.25
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
246		03/21	AP	08/06/20	0000000	BENTON'S READY MIX CONCRETE,	1,428.00		09/03/20
						CONCRETE-29TH ST TRAIL			
						ACCOUNT TOTAL	1,428.00	.00	1,428.00

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FUND 101 GENERAL FUND									
FUND TOTAL							190,958.31	1,183.96	189,774.35
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
224		03/21 AP		07/20/20	0000000	STOREY KENWORTHY MARKERS,LEGAL PADS	25.17		09/03/20
ACCOUNT TOTAL							25.17	.00	25.17
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
252		03/21 AP		08/10/20	0000000	C & C WELDING & SANDBLASTING STEEL FOR BACK FLOW PREVENTERS STANDS	257.20		09/03/20
ACCOUNT TOTAL							257.20	.00	257.20
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
320		03/21 AP		08/21/20	0000000	MENARDS-CEDAR FALLS GLOVES	9.97		09/03/20
ACCOUNT TOTAL							9.97	.00	9.97
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS									
230		03/21 AP		08/05/20	0000000	BUILDERS SELECT LLC FORMS FOR 29TH ST TRAIL	107.43		09/03/20
ACCOUNT TOTAL							107.43	.00	107.43
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
340		03/21 AP		08/28/20	0000000	O'DONNELL ACE HARDWARE	3.50		09/03/20
320		03/21 AP		08/25/20	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR BOX OUT AND DRIVEWAY REPAIR-BRIARWOOD	352.50		09/03/20
320		03/21 AP		08/25/20	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR BOX OUT FEATHER RUN TRAIL	352.50		09/03/20
320		03/21 AP		08/25/20	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-STORM INTAKE LID KASPEN PLACE	476.00		09/03/20
320		03/21 AP		08/25/20	0000000	SCOOP FEED & SUPPLY, THE GRASS SEED	114.00		09/03/20
277		03/21 AP		08/24/20	0000000	BUILDERS SELECT LLC	16.97		09/03/20
320		03/21 AP		08/24/20	0000000	LUMBER FOR FORMS BENTON'S READY MIX CONCRETE,	281.75		09/03/20
320		03/21 AP		08/22/20	0000000	CONCRETE-117 KASPEN PLCE ASPRO, INC.	183.92		09/03/20
HOT MIX ASPHALT									

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									POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued			
320		03/21	AP	08/22/20	0000000	ASPRO, INC.	248.93		09/03/20
						CSS1H TACK			
277		03/21	AP	08/20/20	0000000	GIERKE-ROBINSON COMPANY, INC.	191.00		09/03/20
						EXPANSION			
320		03/21	AP	08/20/20	0000000	BENTON'S READY MIX CONCRETE,	161.00		09/03/20
						BOULDER DR			
277		03/21	AP	08/19/20	0000000	MENARDS-CEDAR FALLS	99.03		09/03/20
						SUPPLIES FOR UTILITY VAN			
320		03/21	AP	08/19/20	0000000	BENTON'S READY MIX CONCRETE,	317.25		09/03/20
						ROYAL DR			
340		03/21	AP	08/19/20	0000000	STETSON BUILDING PRODUCTS LLC	52.65		09/03/20
						CONCRETE CURE			
277		03/21	AP	08/18/20	0000000	MENARDS-CEDAR FALLS	47.88		09/03/20
						WATER SEALANT			
277		03/21	AP	08/15/20	0000000	ASPRO, INC.	716.32		09/03/20
						HOT MIX ASPHALT			
277		03/21	AP	08/15/20	0000000	ASPRO, INC.	881.76		09/03/20
						HOT MIX ASPHALT			
320		03/21	AP	08/15/20	0000000	BMC AGGREGATES L.C.	1,208.00		09/03/20
						ROADSTONE			
252		03/21	AP	08/14/20	0000000	O'DONNELL ACE HARDWARE	4.99		09/03/20
						OIL FOR MIXED GAS			
277		03/21	AP	08/11/20	0000000	BENTON'S READY MIX CONCRETE,	493.50		09/03/20
						CONCRETE-GROVE ST			
246		03/21	AP	08/08/20	0000000	ASPRO, INC.	371.36		09/03/20
						HOT MIX ASPHALT			
224		03/21	AP	08/06/20	0000000	O'DONNELL ACE HARDWARE	8.99		09/03/20
						TIE WIRE			
252		03/21	AP	08/06/20	0000000	STETSON BUILDING PRODUCTS LLC	250.22		09/03/20
						SONOTUBE			
230		03/21	AP	08/05/20	0000000	BUILDERS SELECT LLC	6.49		09/03/20
						LUMBER FOR FORMS			
230		03/21	AP	08/04/20	0000000	BENTON'S READY MIX CONCRETE,	423.00		09/03/20
						MADISON ST			
230		03/21	AP	08/04/20	0000000	BUILDERS SELECT LLC	15.16		09/03/20
						BAG CONCRETE FOR PARKING			
246		03/21	AP	08/04/20	0000000	FASTENAL COMPANY	30.10		09/03/20
						CUT OFF WHEELS-GRINDERS			
340		03/21	AP	08/04/20	0000000	TRACTOR SUPPLY CO.	7.99		09/03/20
						WATER NOZZLE FOR MR			
230		03/21	AP	07/31/20	0000000	ASPRO, INC.	1,466.08		09/03/20
						MANHOLE			
246		03/21	AP	07/31/20	0000000	BMC AGGREGATES L.C.	148.99		09/03/20
						ROADSTONE FOR SHOULDERS			
277		03/21	AP	07/31/20	0000000	NAPA AUTO PARTS	245.48		09/03/20
						PARTS & EXPENSES JULY'20			
230		03/21	AP	07/30/20	0000000	BENTON'S READY MIX CONCRETE,	317.25		09/03/20
						MILLENIUM RD PATCH			
301		03/21	AP	06/09/20	0000000	BITUMINOUS MATERIALS & SUPPLY	359.10		09/03/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 206 STREET CONSTRUCTION FUND											
206-6637-436.73-32 OTHER SUPPLIES / STREETS							continued				
CRS-2 EMUSLION											
ACCOUNT TOTAL							9,853.66	.00	9,853.66		
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
340		03/21 AP		08/17/20	0000000	ECHO GROUP, INC.	24.39			09/03/20	
BLADES FOR SAW											
252		03/21 AP		08/11/20	0000000	O'DONNELL ACE HARDWARE	16.98			09/03/20	
SOCKET											
277		03/21 AP		07/31/20	0000000	NAPA AUTO PARTS	70.34			09/03/20	
PARTS & EXPENSES JULY'20											
246		03/21 AP		07/29/20	0000000	LAWSON PRODUCTS, INC.	172.90			09/03/20	
HARDWARE											
ACCOUNT TOTAL							284.61	.00	284.61		
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS											
340		03/21 AP		08/24/20	0000000	O'DONNELL ACE HARDWARE	98.66			09/03/20	
SOCKET SET, DRILL BITS,											
340		03/21 AP		08/17/20	0000000	CAMPBELL SUPPLY WATERLOO	532.25			09/03/20	
TOOLS											
ACCOUNT TOTAL							630.91	.00	630.91		
206-6647-436.73-20 OTHER SUPPLIES / POSTS											
252		03/21 AP		08/06/20	0000000	XCESSORIES SQUARED DEV. & MFG.	3,894.60			09/03/20	
SIGN POSTS											
ACCOUNT TOTAL							3,894.60	.00	3,894.60		
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS											
277		03/21 AP		08/08/20	0000000	AMERICAN TRAFFIC SAFETY MATER	208.26			09/03/20	
VINYL FOR COVERING SIGNS											
ACCOUNT TOTAL							208.26	.00	208.26		
206-6647-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING											
340		03/21 AP		08/26/20	0000000	LASER LINE STRIPING & SWEEPIN	280.00			09/03/20	
CONTRACT PAINTING											
246		03/21 AP		07/28/20	0000000	LASER LINE STRIPING & SWEEPIN	33,744.00			09/03/20	
2020 PAINT CONTRACT											
246		03/21 AP		07/28/20	0000000	LASER LINE STRIPING & SWEEPIN	1,810.00			09/03/20	
CONTRACTED PAINTING											
ACCOUNT TOTAL							35,834.00	.00	35,834.00		

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FUND 206 STREET CONSTRUCTION FUND									
FUND TOTAL							51,105.81	.00	51,105.81
FUND 215 HOSPITAL FUND									
215-1230-421.88-45 OUTSIDE AGENCIES / COMMUNITY HEALTH CARE PR.									
	299	03/21 AP	08/03/20	0000000		MERCYONE CEDAR FALLS FOUNDATI	130,000.00		09/03/20
HTFPB:TECHNOLOGY GRANT									
ACCOUNT TOTAL							130,000.00	.00	130,000.00
FUND TOTAL							130,000.00	.00	130,000.00
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
	312	03/21 AP	08/14/20	0000000		NAN MCKAY & ASSOCIATES, INC.	239.00		09/03/20
HOUSING CHOICE DIGITAL 11/1/20-10/31/21									
ACCOUNT TOTAL							239.00	.00	239.00
FUND TOTAL							239.00	.00	239.00
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING									
	312	03/21 AP	08/10/20	0000000		COURIER LEGAL COMMUNICATIONS	133.30		09/03/20
CDBG NOTICE OF INTENT AAP FY20 RELEASE OF FUNDS									
PROJECT#: 022248									
ACCOUNT TOTAL							133.30	.00	133.30
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT									
	251	03/21 AP	08/14/20	0000000		BOULDER CONTRACTING, LLC	22,261.73		09/03/20
3223-20 CDBG SIDEWALK INF									
PROJECT#: 023223									
ACCOUNT TOTAL							22,261.73	.00	22,261.73
FUND TOTAL							22,395.03	.00	22,395.03



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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE	
								POST DT	
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
251		03/21 AP		08/24/20	0000000	TERRACON CONSULTANTS, INC.	219.67	09/03/20	
						LILAC LN 8/12-8/15/20			
PROJECT#:					023185				
251		03/21 AP		08/24/20	0000000	TERRACON CONSULTANTS, INC.	1,306.32	09/03/20	
						MADISON ST 8/5-8/15/20			
PROJECT#:					023185				
251		03/21 AP		08/17/20	0000000	PETERSON CONTRACTORS	379,583.40	09/03/20	
						3185-2020 STREET CONST.			
PROJECT#:					023185				
ACCOUNT TOTAL							381,109.39	.00	381,109.39
242-1240-431.92-85 STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION									
251		03/21 AP		08/13/20	0000000	FOTH INFRASTRUCTURE & ENVIRON	19,777.04	09/03/20	
						SERVICES THRU 6/30/20			
PROJECT#:					023238				
ACCOUNT TOTAL							19,777.04	.00	19,777.04
242-1240-431.92-91 STRUCTURE IMPROV & BLDGS / 12TH ST. RECONSTRUCTION									
251		03/21 AP		08/14/20	0000000	PETERSON CONTRACTORS	33,365.08	09/03/20	
						3196-12TH ST.RECONSTRUCT.			
PROJECT#:					023196				
ACCOUNT TOTAL							33,365.08	.00	33,365.08
FUND TOTAL							434,251.51	.00	434,251.51
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
299		03/21 AP		08/18/20	0000000	B & H PHOTO-VIDEO-PRO AUDIO	806.58	09/03/20	
						ANGELBIRD 500GB ATOMOS			
						PO 56521			
ACCOUNT TOTAL							806.58	.00	806.58
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
258		03/21 AP		08/20/20	0000000	CLARK WIRE & CABLE, INC.	75.93	09/03/20	
						K2065-10-9-BULK			
ACCOUNT TOTAL							75.93	.00	75.93
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									

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									POST DT	
FUND 254 CABLE TV FUND										
254-1088-431.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				continued
299		03/21 AP		08/27/20	0000000	CLARK WIRE & CABLE, INC.	590.41			09/03/20
						REPAIR CABLES & ADD CONNE				
						PUT CONNECTORS ON CABLE				
299		03/21 AP		08/19/20	0000000	FEDERAL EXPRESS	14.82			09/03/20
						SHIPPING-CLARK WIRE				
258		03/21 AP		07/14/20	0000000	CLARK WIRE & CABLE, INC.	200.00			09/03/20
						X-TEST-FIBER6				
						ACCOUNT TOTAL	805.23	000	805.23	
						FUND TOTAL	1,687.74	000	1,687.74	
FUND 258 PARKING FUND										
258-5531-435.81-48						PROFESSIONAL SERVICES / CONTRACT SERVICES				
258		03/21 AP		07/16/20	0000000	IPS GROUP, INC	700.00			09/03/20
						GATEWAY FEE (7)PAYSTATION				
						MARCH-JUNE 2020				
						ACCOUNT TOTAL	700.00	000	700.00	
						FUND TOTAL	700.00	000	700.00	
FUND 261 TOURISM & VISITORS										
261-2291-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
327		03/21 AP		08/25/20	0000000	STRATEGIC IMAGING	246.24			09/03/20
						456 10X13 IMPRINTED EVNLP				
						ACCOUNT TOTAL	246.24	000	246.24	
261-2291-423.73-55						OTHER SUPPLIES / MEDIA				
327		03/21 AP		07/31/20	0000000	ZLR IGNITION	1,196.08			09/03/20
						JULY FACEBOOK/GOOGLE/				
						TWITTER				
						ACCOUNT TOTAL	1,196.08	000	1,196.08	
261-2291-423.85-23						UTILITIES / BUILDING MAINTENANCE				
327		03/21 AP		08/13/20	0000000	CITY LAUNDERING CO.	10.00			09/03/20
						BIMONTHLY MAT SERVICE				
						ACCOUNT TOTAL	10.00	000	10.00	
261-2291-423.85-50						UTILITIES / COMMUNITY AWARENESS				
327		03/21 AP		08/21/20	0000000	SIGNS & DESIGNS, INC.	120.00			09/03/20
						INSTALL DAKTRONICS SOFTWR				
						NEW COMPUTER/DELETE OLD				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS continued										
327		03/21 AP		08/14/20	0000000	SANDEE'S LIMITED GOLD MAGNETIC NAME TAG ADAM BOLANDER	9.50			09/03/20
ACCOUNT TOTAL							129.50	.00	129.50	
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS										
327		03/21 AP		07/07/20	0000000	MUDD SIGNS 76 OVERLAY FOR YARD SIGNS 38 TOTAL DOUBLE SIDE PROJECT#: 032437	190.00			09/03/20
ACCOUNT TOTAL							190.00	.00	190.00	
FUND TOTAL							1,771.82	.00	1,771.82	
FUND 262 SENIOR SERVICES & COMM CT										
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
296-6623-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
322		03/21 AP		08/11/20	0000000	BERMEL GOLF SHOP, JOHN J. GAS FRYER & INSTALLATION CITY PORTION	279.00			09/03/20
ACCOUNT TOTAL							279.00	.00	279.00	
FUND TOTAL							279.00	.00	279.00	
FUND 297 REC FACILITIES CAPITAL										
297-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
322		03/21 AP		08/28/20	0000000	IPRA CONSIGN.TICKET SALES TICKET SALES SUMMER 2020	728.00			09/03/20
322		03/21 AP		08/26/20	0000000	FISCHER BROS, LLC	64,816.00			09/03/20
322		03/21 AP		08/11/20	0000000	WATER SLIDE RESTORATION FALLS AQUATIC CENTER ECHO GROUP, INC.	2,208.94			09/03/20
ACCOUNT TOTAL							67,752.94	.00	67,752.94	
FUND TOTAL							67,752.94	.00	67,752.94	

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FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431.89-80						MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG				
252		03/21 AP		08/14/20	0000000	C & C WELDING & SANDBLASTING	1,543.62			09/03/20
						BRACKETS FOR COVID BARRIERS 062501				
PROJECT#:					012020					
230		03/21 AP		08/03/20	0000000	HARRIS CLEANING SERVICE, INC.	3,018.00			09/03/20
						HYDROXYL GENERATOR-AIR CLEANERS 062506				
PROJECT#:					012020					
246		03/21 AP		08/03/20	0000000	HOTSY EQUIPMENT COMPANY	699.00			09/03/20
						ELECTROSTATIC SPRAYER 062507				
PROJECT#:					012020					
						ACCOUNT TOTAL	5,260.62	.00		5,260.62
						FUND TOTAL	5,260.62	.00		5,260.62
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 430 2004 TIF BOND										
430-1220-431.91-10						LAND / INDUSTRIAL PARK LAND ACQ				
312		03/21 AP		08/24/20	0000000	BLACK HAWK CO.ABSTRACT	220.00			09/03/20
						NORTHERN INDUSTRIAL PARK TITLE REPORT-CRMS-LOT 18				
						ACCOUNT TOTAL	220.00	.00		220.00
430-1220-431.97-64						TIF BOND PROJECTS / VIKING ROAD EXTENSION				
251		03/21 AP		08/25/20	0000000	SNYDER & ASSOCIATES, INC.	678.50			09/03/20
						3189-INDUSTRIAL PARK EXP. SERVICES THRU 06/30/20				
PROJECT#:					023189					
						ACCOUNT TOTAL	678.50	.00		678.50
430-1220-431.97-70						TIF BOND PROJECTS / VIKING ROAD				
251		03/21 AP		07/31/20	0000000	SNYDER & ASSOCIATES, INC.	19,867.25			09/03/20
						3212-WEST VIKING RD RECON SERVICES THRU 06/30/20				
PROJECT#:					023212					
						ACCOUNT TOTAL	19,867.25	.00		19,867.25
430-1220-431.97-82						TIF BOND PROJECTS / STREETScape MAINTENANCE				
251		03/21 AP		08/25/20	0000000	SNYDER & ASSOCIATES, INC.	570.25			09/03/20
						3180-DOWNTOWN STREETScape SERVICES THRU 06/30/20				

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FUND 430 2004 TIF BOND										
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE continued										
PROJECT#: 023180										
251		03/21 AP		08/19/20	0000000	CUNNINGHAM CONSTRUCTION CO.,	122,899.70			09/03/20
3180-DOWNTOWN STREETScape										
PROJECT#: 023180										
246		03/21 AP		06/22/20	0000000	IOWA WALL SAWING SERVICE	476.00			09/03/20
STREET SCAPE HUB										
PROJECT#: 023188										
ACCOUNT TOTAL							123,945.95	.00	123,945.95	
FUND TOTAL							144,711.70	.00	144,711.70	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET										
251		03/21 AP		08/17/20	0000000	TERRACON CONSULTANTS, INC.	4,500.00			09/03/20
3118-W.1ST ST. RECONST. 5/10/20-8/8/20 TIER 2 #3										
PROJECT#: 023118										
ACCOUNT TOTAL							4,500.00	.00	4,500.00	
436-1220-431.98-62 CAPITAL PROJECTS / CLAY ST. PARK DRAINAGE										
251		03/21 AP		07/31/20	0000000	SNYDER & ASSOCIATES, INC.	658.50			09/03/20
3146-CLAY ST. PARK DRAIN. SERVICES THRU 06/30/20										
PROJECT#: 023146										
ACCOUNT TOTAL							658.50	.00	658.50	
FUND TOTAL							5,158.50	.00	5,158.50	
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT										
251		03/21 AP		08/19/20	0000000	SHIVE-HATTERY	26,744.50			09/03/20
3228-GREENHILL/S MAIN INT SERVICES THRU 08/14/20										
PROJECT#: 023228										
ACCOUNT TOTAL							26,744.50	.00	26,744.50	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 438 2020 BOND FUND										
438-1220-431.98-87 CAPITAL PROJECTS / SLOPE REPAIR										
251		03/21	AP	08/25/20	0000000	SNYDER & ASSOCIATES, INC.	182.00			09/03/20
						3218-SLOPE STABILIZATION SERVICES THRU 06/30/20				
PROJECT#: 023218										
ACCOUNT TOTAL							182.00	.00	182.00	
FUND TOTAL							26,926.50	.00	26,926.50	
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-03 CAPITAL PROJECTS / MISCELLANEOUS										
251		03/21	AP	08/21/20	0000000	WESTERN HOME COMMUNITIES	403,164.26			09/03/20
						3193-WESTERN HOME 9TH ADD 12/07/19-08/07/20				
PROJECT#: 023193										
ACCOUNT TOTAL							403,164.26	.00	403,164.26	
FUND TOTAL							406,745.41	.00	406,745.41	
443-1220-431.98-78 CAPITAL PROJECTS / ISLAND PARK MASTER PLAN										
251		03/21	AP	07/23/20	0000000	SNYDER & ASSOCIATES, INC.	3,581.15			09/03/20
						3233-ISLAND PARK MASTER SERVICES THRU 6/30/20				
PROJECT#: 023233										
ACCOUNT TOTAL							3,581.15	.00	3,581.15	
FUND TOTAL							406,745.41	.00	406,745.41	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
483-2245-432.89-16 MISCELLANEOUS SERVICES / ECON DEVEL MARKETING										
312		03/21	AP	08/21/20	0000000	BRAND ACCELERATION INC	9,000.00			09/03/20
						3246-ECON.DEVELOP.MKTG.				
PROJECT#: 023246										
ACCOUNT TOTAL							9,000.00	.00	9,000.00	
FUND TOTAL							9,000.00	.00	9,000.00	



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
541-2230-432.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
251		03/21 AP		08/21/20	0000000	BENTON'S SAND & GRAVEL, INC.	23,207.31			09/03/20
						3225-2020 PERMEABLE ALLEY				
						PROJECT#: 023225				
						ACCOUNT TOTAL	23,207.31	.00	23,207.31	
						FUND TOTAL	23,207.31	.00	23,207.31	
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6675-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
320		03/21 AP		08/20/20	0000000	KIRK GROSS COMPANY	69.50			09/03/20
						NAME PLATES FOR ADMIN/ SUPV STAFF				
224		03/21 AP		07/24/20	0000000	STOREY KENWORTHY	50.71			09/03/20
						MARKER/PAPER/MAGNIFIER				
						ACCOUNT TOTAL	120.21	.00	120.21	
551-6685-426.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY				
329		03/21 AP		08/03/20	0000000	WATERLOO, CITY OF	501.00			09/03/20
						DEER DISPOSAL;7/1-7/31/20				
						ACCOUNT TOTAL	501.00	.00	501.00	
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
277		03/21 AP		08/20/20	0000000	MENARDS-CEDAR FALLS	40.18			09/03/20
						PAPER TOWELS, PLEDGE				
						ACCOUNT TOTAL	40.18	.00	40.18	
551-6685-436.72-64						OPERATING SUPPLIES / AUTOMATED CARTS				
277		03/21 AP		08/14/20	0000000	CASCADE ENGINEERING INC	27,465.00			09/03/20
						AUTOMATED CARTS				
						ACCOUNT TOTAL	27,465.00	.00	27,465.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
551-6685-436		.72-99				OPERATING SUPPLIES / POSTAGE			
224		03/21 AP		07/25/20	0000000	UNITED PARCEL SERVICE	58.02		09/03/20
						SHIPPING-KUSSMAUL, SIEBER			
						ACCOUNT TOTAL	58.02	.00	58.02
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
277		03/21 AP		08/24/20	0000000	O'DONNELL ACE HARDWARE	1.20		09/03/20
						NUTS AND BOLTS FOR HAND			
						SANITIZER STATION			
301		03/21 AP		08/20/20	0000000	MENARDS-CEDAR FALLS	13.43		09/03/20
						ROLL OFF REPAIR PARTS			
224		03/21 AP		08/04/20	0000000	MENARDS-CEDAR FALLS	15.47		09/03/20
						ADPT SET,BOLT CUTTER,			
						WASHERS			
224		03/21 AP		08/03/20	0000000	MENARDS-CEDAR FALLS	46.34		09/03/20
						CLEANERS-TRANS STATION			
						ACCOUNT TOTAL	76.44	.00	76.44
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
224		03/21 AP		07/31/20	0000000	REPUBLIC SERVICES OF IOWA	639.90		09/03/20
						CONVEYOR BELT REPAIR			
277		03/21 AP		07/31/20	0000000	NAPA AUTO PARTS	453.69		09/03/20
						PARTS & EXPENSES JULY'20			
						ACCOUNT TOTAL	1,093.59	.00	1,093.59
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
340		03/21 AP		08/27/20	0000000	MIDWEST ELECTRONIC RECOVERY	559.50		09/03/20
						COMPUTER RECYCLING			
340		03/21 AP		08/22/20	0000000	LIBERTY TIRE RECYCLING, LLC	868.68		09/03/20
						SCRAP TIRE RECYCLING			
301		03/21 AP		08/20/20	0000000	MIDWEST ELECTRONIC RECOVERY	1,246.20		09/03/20
						COMPUTER RECYCLING			
224		03/21 AP		08/07/20	0000000	WEIKERT IRON AND METAL	2,751.00		09/03/20
						APPLIANCE RECYCLING			
246		03/21 AP		08/01/20	0000000	LIBERTY TIRE RECYCLING, LLC	564.72		09/03/20
						SCRAP TIRE RECYCLING			
224		03/21 AP		07/31/20	0000000	MIDWEST ELECTRONIC RECOVERY	721.50		09/03/20
						EWASTE RECYCLING			
224		03/21 AP		07/13/20	0000000	SAM ANNIS & CO.	43.23		09/03/20
						PROPANE TANK REFILL AT			
						RECYCLING CENTER			
						ACCOUNT TOTAL	6,754.83	.00	6,754.83
						FUND TOTAL	36,109.27	.00	36,109.27

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 552 SEWER RENTAL FUND									
552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
330		03/21 AP	08/20/20	0000000	MID-IOWA SOLID WASTE EQUIPMEN	103.80		09/03/20	
		SEWER JET NOZZLES							
330		03/21 AP	08/07/20	0000000	UTILITY EQUIPMENT COMPANY	72.88		09/03/20	
		MH HOOKS							
ACCOUNT TOTAL						176.68	0.00	176.68	
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS									
277		03/21 AP	08/19/20	0000000	CRITEX LLC	290.70		09/03/20	
		SEALANT							
277		03/21 AP	08/13/20	0000000	BENTON'S READY MIX CONCRETE,	423.00		09/03/20	
		CONCRETE-BOX OUTS CLAY ST							
277		03/21 AP	08/12/20	0000000	STETSON BUILDING PRODUCTS LLC	270.66		09/03/20	
		WATERSTOP SEALANT FOR							
224		03/21 AP	08/07/20	0000000	O'DONNELL ACE HARDWARE	3.50		09/03/20	
		EXPANDING FOAM							
246		03/21 AP	08/07/20	0000000	BENTON'S READY MIX CONCRETE,	595.00		09/03/20	
		CONCRETE-BOX OUTS							
230		03/21 AP	07/31/20	0000000	BENTON'S READY MIX CONCRETE,	505.75		09/03/20	
		BOX OUT CONCRETE							
230		03/21 AP	07/30/20	0000000	BENTON'S READY MIX CONCRETE,	282.00		09/03/20	
		BOX OUT CONCRETE							
ACCOUNT TOTAL						2,370.61	0.00	2,370.61	
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL									
340		03/21 AP	08/19/20	0000000	IOWA ONE CALL	530.10		09/03/20	
		IOWA ONE CALL JULY 2020							
ACCOUNT TOTAL						530.10	0.00	530.10	
552-6655-436.86-18 REPAIR & MAINTENANCE / SANITARY SEWER ROOT CONT.									
330		03/21 AP	08/20/20	0000000	DUKE'S ROOT CONTROL, INC.	23,070.32		09/03/20	
		ROOT CONTROL							
ACCOUNT TOTAL						23,070.32	0.00	23,070.32	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
330		03/21 AP	08/18/20	0000000	MIDLAND SCIENTIFIC, INC.	39.36		09/03/20	
		LAB SUPPLIES							
ACCOUNT TOTAL						39.36	0.00	39.36	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									

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FUND 552 SEWER RENTAL FUND										
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES						continued				
330		03/21 AP		08/20/20	0000000	CINTAS FIRST AID & SAFETY RESTOCK FIRST AID CABINET	47.51			09/03/20
ACCOUNT TOTAL							47.51	.00	47.51	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
330		03/21 AP		08/27/20	0000000	MENARDS-CEDAR FALLS FILTERS AND BOLTS	43.81			09/03/20
330		03/21 AP		08/27/20	0000000	O'DONNELL ACE HARDWARE	70.14			09/03/20
330		03/21 AP		08/25/20	0000000	O'DONNELL ACE HARDWARE	14.08			09/03/20
330		03/21 AP		08/18/20	0000000	GENERAL SHEET METAL WORK SS CHUTE	46.13			09/03/20
330		03/21 AP		08/17/20	0000000	ZIMMER & FRANCESCON, INC. PRESSURE GAUGES	758.00			09/03/20
330		03/21 AP		08/12/20	0000000	CRESCENT ELECTRIC ELEC SUPPLIES	13.67			09/03/20
330		03/21 AP		08/12/20	0000000	O'DONNELL ACE HARDWARE DOOR STOPS	61.58			09/03/20
330		03/21 AP		08/12/20	0000000	O'DONNELL ACE HARDWARE	29.77			09/03/20
330		03/21 AP		08/07/20	0000000	HOSE,BULBS,THRD CMPND NIPPLES	3.68			09/03/20
330		03/21 AP		08/06/20	0000000	O'DONNELL ACE HARDWARE BUSHING,NIPPLES	5.07			09/03/20
330		03/21 AP		08/06/20	0000000	VAN METER, INC. CONDUIT,COVER,GASKET	12.84			09/03/20
330		03/21 AP		08/04/20	0000000	CRESCENT ELECTRIC ELEC SUPPLIES	21.70			09/03/20
330		03/21 AP		08/04/20	0000000	VAN METER, INC. GSKT PULL, NIPPLES	49.96			09/03/20
277		03/21 AP		07/31/20	0000000	NAPA AUTO PARTS PARTS & EXPENSES JULY'20	37.96			09/03/20
ACCOUNT TOTAL							1,168.39	.00	1,168.39	
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
330		03/21 AP		08/10/20	0000000	HAWKEYE COMMUNITY COLLEGE-CF ELECT.CLASS C.ROBINSON	925.00			09/03/20
ACCOUNT TOTAL							925.00	.00	925.00	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
330		03/21 AP		08/16/20	0000000	HACH COMPANY UV SYSTEM CAL	796.00			09/03/20

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued			
ACCOUNT TOTAL							796.00	.00	796.00
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
330		03/21 AP		08/24/20	0000000	CITY LAUNDERING CO.	38.75		09/03/20
RUGS AND TOWELS									
330		03/21 AP		08/10/20	0000000	CITY LAUNDERING CO.	38.75		09/03/20
RUGS AND TOWELS									
ACCOUNT TOTAL							77.50	.00	77.50
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
330		03/21 AP		08/21/20	0000000	TESTAMERICA LABORATORIES, INC	1,289.00		09/03/20
LAB TESTS									
330		03/21 AP		07/21/20	0000000	TESTAMERICA LABORATORIES, INC	998.00		09/03/20
LAB TESTS									
ACCOUNT TOTAL							2,287.00	.00	2,287.00
FUND TOTAL							31,488.47	.00	31,488.47
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
340		03/21 AP		08/20/20	0000000	FORTERRA PIPE AND PRECASE	770.00		09/03/20
TILE GRATE-ALGONQUIN DR									
230		03/21 AP		08/04/20	0000000	BENTON'S READY MIX CONCRETE,	317.25		09/03/20
STORMWATER APRON-LIBRARY									
246		03/21 AP		07/27/20	0000000	LEYMASTER TILE, RUSTY	124.54		09/03/20
TILE FOR 18TH AND MAIN ST									
ACCOUNT TOTAL							1,211.79	.00	1,211.79
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
309		02/21 AP		07/09/20	0134737	FRIENDS OF HARTMAN RESERVE		1,626.57	08/27/20
VOID CHECK-NEW VENDOR									
IA DNR MS-4 STRMWTR MAND.									
ACCOUNT TOTAL							.00	1,626.57	1,626.57-
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
251		03/21 AP		08/06/20	0000000	AECOM TECHNICAL SERVICES, INC	3,625.88		09/03/20
3215-OLIVE ST BOX CULVERT									
07/04-07/31/20									
PROJECT#: 023215									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 555 STORM WATER UTILITY											
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS											
							continued				
ACCOUNT TOTAL							3,625.88	.00	3,625.88		
FUND TOTAL							4,837.67	1,626.57	3,211.10		
FUND 570 SEWER ASSESSMENT											
FUND 606 DATA PROCESSING FUND											
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
258		03/21 AP		08/03/20	0000000	NATIONAL ASSOC.OF GOVT.WEB PR	150.00			09/03/20	
						MEMBERSHIP-J SORENSEN					
258		03/21 AP		08/01/20	0000000	IP PATHWAYS, LLC	21.00			09/03/20	
						SSL CERTIFICATE					
ACCOUNT TOTAL							171.00	.00	171.00		
606-1078-441.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
258		03/21 AP		08/07/20	0000000	MARCO TECHNOLOGIES LLC NW7128	67.50			09/03/20	
						TIME-4DIGIT DIALING CFU					
ACCOUNT TOTAL							67.50	.00	67.50		
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT											
309		02/21 AP		07/07/20	0134703	CARLSON SOFTWARE, INC.		650.00		08/27/20	
						VOID CHECK-NEW VENDOR					
						GIS SURVEY SFTWR UPGRADE					
ACCOUNT TOTAL							.00	650.00	650.00-		
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT											
258		03/21 AP		07/22/20	0000000	GORDON FLESCH COMPANY	1,083.25			09/03/20	
						COPIERS/24629-MPS01/AUG20					
258		03/21 AP		06/22/20	0000000	GORDON FLESCH COMPANY	1,083.25			09/03/20	
						COPIERS/24629-MPS01/JUL20					
ACCOUNT TOTAL							2,166.50	.00	2,166.50		
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
341		01/21 AP		07/10/20	0134946	US BANK		45.45		09/01/20	
						ACCOUNT CORRECTION					
341		01/21 AP		07/08/20	0134946	US BANK		384.00		09/01/20	
						ACCOUNT CORRECTION					
341		01/21 AP		07/07/20	0134777	PASTPERFECT SOFTWARE, INC.		540.00		09/01/20	
						ACCOUNT CORRECTION					
						ANNUAL PASTPERFECT MAINT					
ACCOUNT TOTAL							.00	969.45	969.45-		



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
606-1078-441.86-10						REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS				
341		01/21 AP		07/07/20	0134777	PASTPERFECT SOFTWARE, INC.	540.00			09/01/20
						ANNUAL PASTPERFECT MAINT				8/28/20-8/28/21
						ACCOUNT TOTAL	540.00	.00	540.00	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
258		03/21 AP		08/19/20	0000000	BLACK HAWK CO.TREASURER	35.00			09/03/20
						QUARTERLY PARCEL DATA				
299		03/21 AP		08/19/20	0000000	CDW GOVERNMENT, INC.	1,812.86			09/03/20
						LAPTOP W/WWAN MODULE				FOR BRETT MORRIS
258		03/21 AP		08/06/20	0000000	MARCO TECHNOLOGIES LLC NW7128	5,726.75			09/03/20
						REDUNDANT SIP SERVER				
						ACCOUNT TOTAL	7,574.61	.00	7,574.61	
						FUND TOTAL	10,519.61	1,619.45	8,900.16	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE				
258		03/21 AP		08/10/20	0000000	HOLMES MURPHY & ASSOCIATES LL	2,416.66			09/03/20
						BENEFITS CONSULTING SERV.				SEPTEMBER 2020
						ACCOUNT TOTAL	2,416.66	.00	2,416.66	
						FUND TOTAL	2,416.66	.00	2,416.66	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
224		03/21 AP		07/30/20	0000000	STOREY KENWORTHY	9.03			09/03/20
						LABELS,MOISTENER				
						ACCOUNT TOTAL	9.03	.00	9.03	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
277		03/21 AP		08/17/20	0000000	DICK'S PETROLEUM COMPANY	1,562.94			09/03/20
						FUEL DISPENSER REPAIRS				2200 TECHNOLOGY
230		03/21 AP		08/06/20	0000000	CONSOLIDATED ENERGY COMPANY	508.37			09/03/20
						GAS AT GREENWOOD CEMETERY				
230		03/21 AP		08/05/20	0000000	HTP ENERGY	12,605.76			09/03/20
						GASOHOL AND 1500 BLUFF ST				
230		03/21 AP		08/04/20	0000000	IOWA STATE FIRE MARSHAL DIVIS	80.00			09/03/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL						continued				
						FUEL TANK REGISTRATON FEE				
246		03/21 AP		07/31/20	00000000	AIRGAS USA, LLC	67.58			09/03/20
						WELDING/CUTTING GAS				
277		03/21 AP		07/31/20	00000000	NAPA AUTO PARTS	1,604.64			09/03/20
						PARTS & EXPENSES JULY'20				
						ACCOUNT TOTAL	16,429.29	.00		16,429.29
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS										
320		03/21 AP		09/13/20	00000000	SUPERIOR WELDING SUPPLY	198.36			09/03/20
						WELDING COAT,GROUND CABLE				
						ACCOUNT TOTAL	198.36	.00		198.36
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
301		03/21 AP		08/18/20	00000000	AIRGAS USA, LLC	28.13			09/03/20
						LEATHER APRON				
						ACCOUNT TOTAL	28.13	.00		28.13
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
301		03/21 AP		08/24/20	00000000	O'DONNELL ACE HARDWARE	6.69			09/03/20
						1 1/4 GALV PLUG				
277		03/21 AP		08/14/20	00000000	KELTEK INCORPORATED	163.92			09/03/20
						MAGNETIC MIC MOUNT				
277		03/21 AP		08/14/20	00000000	KELTEK INCORPORATED	1,552.11			09/03/20
						WARNING LIGHTS #402 AND 114				
277		03/21 AP		08/07/20	00000000	SUPERIOR WELDING SUPPLY	40.00			09/03/20
						WELDING CLAMPS				
246		03/21 AP		07/31/20	00000000	L.J.'S WELDING & FABRICATION	220.00			09/03/20
						SS FOR BACKFLOW PREVENTOR				
277		03/21 AP		07/31/20	00000000	NAPA AUTO PARTS	36,314.01			09/03/20
						PARTS & EXPENSES JULY'20				
230		03/21 AP		07/29/20	00000000	LAWSON PRODUCTS, INC.	1,091.04			09/03/20
						MISC SHOP SUPPLIES				
309		02/21 AP		07/09/20	0134836	C & C WELDING & SANDBLASTING		21.80		08/27/20
						VOID CHECK-NOT NEEDED				
						ACCOUNT TOTAL	39,387.77	21.80		39,365.97
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS										
224		03/21 AP		07/30/20	00000000	PRECISE MRM LLC	320.00			09/03/20
						AVL CELL FEE				
						ACCOUNT TOTAL	320.00	.00		320.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.86-11					REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE					
277		03/21 AP		07/31/20	0000000	NAPA AUTO PARTS	4,880.06			09/03/20
						PARTS & EXPENSES JULY'20				
					ACCOUNT TOTAL		4,880.06	.00	4,880.06	
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS										
320		03/21 AP		08/27/20	0000000	CITY LAUNDERING CO.	35.00			09/03/20
						SHOP TOWELS				
252		03/21 AP		08/13/20	0000000	CITY LAUNDERING CO.	35.00			09/03/20
						SHOP TOWELS				
					ACCOUNT TOTAL		70.00	.00	70.00	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
277		03/21 AP		07/31/20	0000000	NAPA AUTO PARTS	730.73			09/03/20
						PARTS & EXPENSES JULY'20				
					ACCOUNT TOTAL		730.73	.00	730.73	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
277		03/21 AP		08/14/20	0000000	DICK'S PETROLEUM COMPANY	169.75			09/03/20
						ADJUSTED CABLE ON LIFT				
277		03/21 AP		08/14/20	0000000	WITHAM AUTO CENTERS	122.26			09/03/20
						ALIGNMENT ON PD18				
277		03/21 AP		08/12/20	0000000	KUSSMAUL ELECTRONICS CO., INC.	434.92			09/03/20
						REPAIRED KUSSMAL CHARGE				
277		03/21 AP		08/12/20	0000000	CRITERION MANUFACTURING	260.00			09/03/20
						MACHINED SIDE TANK ON				
277		03/21 AP		08/11/20	0000000	MACQUEEN EQUIPMENT	2,529.04			09/03/20
						SERVICE CALL WORK FOR				
224		03/21 AP		08/04/20	0000000	WITHAM AUTO CENTERS	104.16			09/03/20
						ALIGNMENT PD15				
252		03/21 AP		07/20/20	0000000	RASMUSSEN CO., THE	45.00			09/03/20
						2124 TOWED TO PW				
252		03/21 AP		07/08/20	0000000	RASMUSSEN CO., THE	45.00			09/03/20
						2601 TOWED TO PW				
					ACCOUNT TOTAL		3,710.13	.00	3,710.13	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
309		02/21 AP		07/08/20	0134775	OUTDOOR & MORE		8,399.20		08/27/20
						VOID CHECK-NEW AMOUNT				
309		02/21 AP		07/08/20	0134775	OUTDOOR & MORE		12,899.00		08/27/20
						VOID CHECK-NEW AMOUNT				
						SPRAYER/SPREADER #2117				
					ACCOUNT TOTAL		.00	21,298.20	21,298.20	

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 685	VEHICLE MAINTENANCE FUND								
	FUND TOTAL						65,763.50	21,320.00	44,443.50
FUND 686	PAYROLL FUND								
FUND 687	WORKERS COMPENSATION FUND								
687-1902-457.51-02	INSURANCE / WORKERS COMP INSURANCE								
299	03/21 AP	08/01/20	0000000	REDFERN, MASON, LARSEN & MOORE,		767.50		09/03/20	
	LGL:W/C D DOUGLAS			7/1/20-7/31/20					
	ACCOUNT TOTAL						767.50	.00	767.50
	FUND TOTAL						767.50	.00	767.50
FUND 688	LTD INSURANCE FUND								
FUND 689	LIABILITY INSURANCE FUND								
689-1902-457.51-05	INSURANCE / LIABILITY INSURANCE								
258	03/21 AP	08/10/20	0000000	SWISHER & COHRT, P.L.C.		893.00		09/03/20	
	LIAB:SULENTIC			7/1/20-7/14/20					
	ACCOUNT TOTAL						893.00	.00	893.00
	FUND TOTAL						893.00	.00	893.00
FUND 724	TRUST & AGENCY								
FUND 727	GREENWOOD CEMETERY P-CARE								
FUND 728	FAIRVIEW CEMETERY P-CARE								
FUND 729	HILLSIDE CEMETERY P-CARE								
FUND 790	FLOOD LEVY								
	GRAND TOTAL						1,674,946.88	25,749.98	1,649,196.90