



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, DECEMBER 20, 2021  
7:00 PM AT CITY HALL**

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The City is providing in-person and electronic options for this meeting. The City encourages in-person attendees to follow the latest CDC guidelines to reduce the risk of COVID-19 transmission.

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

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

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

#### **Call to Order by the Mayor**

#### **Roll Call**

#### **Approval of Minutes**

1. Regular Meeting of December 6, 2021.

#### **Agenda Revisions**

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

#### **Special Order of Business**

2. Public hearing on a proposed ordinance establishing new boundaries for wards and precincts as a result of the 2020 Census.
  - a) Receive and file proof of publication of notice of hearing. (Notice published December 14, 2021)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Pass an ordinance amending Chapter 8, Elections, of the Code of Ordinances relative to establishing new boundaries for wards and precincts within the City of Cedar Falls, to become effective January 15, 2022, upon its first consideration,

OR

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

3. Resolution approving and authorizing execution of a Letter of Agreement with the Black Hawk County Supervisors relative to establishing a Joint Precinct consisting of a portion of Cedar Falls Ward 2 Precinct 3 and a portion of Cedar Falls Township Precinct.

### Old Business

4. Pass Ordinance #3000, granting a partial property tax exemption to The Vault, LLC for construction of a storage/office facility at 6100 Production Drive, upon its third & final consideration.
5. Pass Ordinance #3001, amending Chapter 24, Utilities, of the Code of Ordinances, relative to sanitary sewer rates, upon its third & final consideration.
6. Pass Ordinance #3002, amending Chapter 2, Administration of the Code of Ordinances relative to reestablishing the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID), upon its second consideration.

### 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.)

7. Receive and file the Committee of the Whole minutes of December 6, 2021 relative to the Grow Cedar Valley Update.
8. Receive and file the Abstract of Votes for the November 2, 2021 Municipal Election and the November 30, 2021 Municipal Runoff Election.
9. Approve the following applications for liquor licenses:
  - a) Huhot Mongolian Grill, 6301 University Avenue, Special Class C liquor - renewal.
  - b) Rancho Chico, 618 Brandilynn Boulevard, Class C Liquor - renewal.

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

10. Resolution approving and authorizing execution of a Subdivision Distributor Settlement Participation Form, a Subdivision Janssen Settlement Participation Form, and an Iowa Opioid Allocation Memorandum of Understanding, all relative to a national opioid settlement.
11. Resolution approving and authorizing execution of Contract Amendment #1 to the Office Supply & Copy Paper Product Agreement with Laser Tech., USA, Inc. d/b/a Office Express/Office Products.
12. Resolution approving and authorizing execution of fourteen (14) Leases relative to properties vacated by the 2008 flood buyout program.
13. Resolution approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for façade and signage improvements at 2019 College Street.
14. Resolution approving and authorizing submission of an application to the U.S. Department of Commerce, Economic Development Administration American Rescue Plan Act Travel, Tourism and Outdoor Recreation Funding Opportunity relative to the Cedar River Recreational River Area and Riverbank Improvements Project, designating the Mayor as the official representative of the City, and authorizing the Mayor to sign said application and certain assurances in conjunction with the same.
15. Resolution approving commitment of local funding, in conjunction with a U.S. Department of Commerce, Economic Development Administration (EDA) Disaster Recovery Grant relative to Instream and Upland Improvements of Phase 1 of the Cedar River Recreational River Area and Riverbank Improvements Project.

- [16.](#) Resolution approving and authorizing execution of a Memorandum of Understanding with the Iowa Northland Regional Council of Governments (INRCOG) for administration of a U.S. Department of Commerce, Economic Development Administration (EDA) Disaster Recovery Grant relative to the Cedar River Recreational River Area and Riverbank Improvements Project.
- [17.](#) Resolution approving and authorizing submission of a grant application to Iowa Homeland Security & Emergency Management (HSEMD), under the U.S. Department of Federal Emergency Management Agency (FEMA), Building Resilient Infrastructure and Communities (BRIC) Scoping Project relative to a Stormwater Master Plan, designating the Mayor as the official representative of the City, and authorizing the Mayor to sign said application and certain assurances in conjunction with the same.
- [18.](#) Resolution approving commitment of local funding, in conjunction with a U.S. Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) Scoping Project relative to a Stormwater Master Plan.
- [19.](#) Resolution approving and authorizing execution of a Memorandum of Understanding with the Iowa Northland Regional Council of Governments (INRCOG) for administration of an Iowa Homeland Security & Emergency Management (HSEMD), U.S. Department of Federal Emergency Management Agency (FEMA), Building Resilient Infrastructure and Communities (BRIC) Scoping Project grant relative to a Stormwater Master Plan.
- [20.](#) Resolution approving and authorizing execution of an Extension of a Yard Waste Management Service Agreement with T&W Grinding relative to management of the City's compost facility.
- [21.](#) Resolution approving the Certificate of Completion and accepting the work of ASTECH Corp. for the 2020 Seal Coat Project, and approving and authorizing the transfer of funds from the Street Construction Fund to the Street Repair Fund.
- [22.](#) Resolution approving the Certificate of Completion and accepting the work of Blacktop Service Company for the 2021 Seal Coat Project, and approving and authorizing the transfer of funds from the Street Construction Fund to the Street Repair Fund.
- [23.](#) Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the Greenhill Road and South Main Street Intersection Improvement Project.
- [24.](#) Resolution approving and authorizing execution of an Owner Purchase Agreement, and approving and accepting a Temporary Construction Easement, in conjunction with the Greenhill Road & South Main Street Intersection Improvements Project.
- [25.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. for design services relative to various intersection improvements.
- [26.](#) Resolution setting January 3, 2022 as the date of public hearing on the proposed FY2022-FY2027 Capital Improvements Program (CIP).
- [27.](#) Resolution setting January 18, 2022 as the date of public hearing on a proposal to undertake a public improvement project for the Main Street Reconstruction Project, and to authorize acquisition of private property for said project.

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

- [28.](#) Allow Bills and Claims for December 20, 2021.

#### **City Council Referrals**

#### **City Council Updates**

#### **Staff Updates**

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, DECEMBER 6, 2021  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires (via video conference), Dunn. Absent: None.

- 53577 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of November 15, 2021 be approved as presented and ordered of record. Motion carried unanimously.
- 53578- The Mayor then asked if there were any agenda revisions. City Clerk Danielsen noted that items #11 and #22 on the Resolution Calendar were being removed from the agenda.
- 53579 - Mayor Green read the following proclamations:
- Proclamation recognizing December 7, 2021 as Pearl Harbor Remembrance Day.
- Proclamation recognizing December 10, 2021 as International Human Rights Day. Human Rights Commission Chair Susan Langan commented and provided an update on the Commission.
- 53580- Michael Martinez, 1124 Main Street, expressed concerns with the roundabout planned for the 12<sup>th</sup> and Main Street intersection and requested that his home be preserved.
- 53581 - Mayor announced that in accordance with the public notice of November 19, 2021, this was the time and place for a public hearing to consider taking action on a petition relative to the reestablishment of the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID). It was then moved by Darrah and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53582 - The Mayor then asked if there were any written communications filed to the proposed proposal. Upon being advised that there was one written communication on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposal. There being no one else present wishing to speak about the proposal, the Mayor declared the hearing closed and passed to the next order of business.
- 53583 - It was moved by Darrah and seconded by Miller that Ordinance #3002, amending Chapter 2, Administration of the Code of Ordinances relative to reestablishing the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID), 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.

53584 - It was moved by Harding and seconded by Miller that Ordinance #3000, granting a partial property tax exemption to The Vault, LLC for construction of a storage/office facility at 6100 Production Drive, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

53585 - It was moved by Kruse and seconded by Harding that Ordinance #3001, amending Chapter 24, Utilities, of the Code of Ordinances, relative to sanitary sewer rates, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

53586 - It was moved by Kruse and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

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

a) Russell Curtis, Health Trust Fund Board of Trustees, term expiring 12/31/2026.

Receive and file the Committee of the Whole minutes of November 15, 2021 relative to the following items:

a) Main Street Reconstruction and Right of Way.  
b) FY2021 Audit Report.

Receive and file Departmental Monthly Reports of October 2021.

Approve the following applications for beer permits and liquor licenses:

a) Cedar Falls Woman's Club, 304 Clay Street, Special Class C liquor - renewal.  
b) Moonshine Mob Bar, 419 Main Street, Class C liquor – renewal.  
c) Sharky's Fun House, 2223 College Street, Class C liquor & outdoor service - renewal.  
d) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service - renewal.  
e) Cedar Falls Family Restaurant, 2627 Center Street, Class B beer - new.

Motion carried unanimously.

53587 - It was moved by Kruse and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,608, supporting Community Main Street, Inc., and approving and authorizing execution of a Main Street Iowa Program Continuation Agreement

with Community Main Street, Inc. and the Iowa Economic Development Authority for the purpose of continuing the Main Street Program in Cedar Falls.

Resolution #22,609, approving and adopting amendments to the Housing Choice Voucher Program Administrative Plan relative to the Section-8 Housing Program.

Resolution #22,610, approving and accepting a Lien Notice and Special Promissory Note for property located at 610 West 28th Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #22,611, approving a Shopping Center (S-1) Zoning District site plan for patio improvements at 6607 University Avenue.

Resolution #22,612, approving and accepting completion of public improvements in Greenhill Village Estates.

Resolution #22,613, approving and authorizing execution of three Owner Purchase Agreements, and approving and accepting three Temporary Construction Easements, in conjunction with the Greenhill Road & South Main Street Intersection Improvements Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,608 through #22,613 duly passed and adopted.

- 53588 - It was moved by Darrah and seconded by Kruse that Resolution #22,614, approving and adopting a revised job classification for the position of Public Safety Supervisor - Captain in the Public Safety Services Department, be adopted. Following questions and comments by Councilmembers Sires, Harding and deBuhr, and responses by City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah, Dunn. Nay: Harding, Sires. Motion carried. The Mayor then declared Resolution #22,614 duly passed and adopted.
- 53589 - It was moved by Darrah and seconded by Harding that Resolution #22,615, approving and adopting a revised job classification for the position of Public Safety Supervisor - Lieutenant in the Public Safety Services Department, be adopted. Following comments by Councilmembers Sires and Harding, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah, Dunn. Nay: Harding, Sires. Motion carried. The Mayor then declared Resolution #22,615 duly passed and adopted.
- 53590 - It was moved by Kruse and seconded by Harding that Resolution #22,616, approving and accepting the contract and bond of Peters Construction Corporation for the City Hall Remodel Project, be adopted. Following a comment by Councilmember Sires, 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, Dunn. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,616 duly passed and adopted.

- 53591 - It was moved by Miller and seconded by Harding that Resolution #22,617, approving the preliminary plat of Creekside Luxury Condos, be adopted. Following questions and comments by Councilmember deBuhr, Mayor Green, John Lane, 3909 Legacy Lane, and Bob Manning, 2908 West 3<sup>rd</sup> Street, and responses by Planning & Community Services Manager Howard, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,617 duly passed and adopted.
- 53592 - It was moved by Harding and seconded by Kruse that Resolution #22,618, approving the final plat of Creekside Luxury Condos, 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 #22,618 duly passed and adopted.
- 53593 - It was moved by Harding and seconded by Miller that Resolution #22,619, approving a Planned Residence (R-P) Zoning District site plan for construction of a multi-unit residential development in the vicinity of Cedar Heights Drive and Valley High 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 #22,619 duly passed and adopted.
- 53594 - It was moved by Darrah and seconded by Harding that Resolution #22,620, receiving and filing the bids, and approving and accepting the low bid of Petersen Contractors, Inc., in the amount of \$3,329,289.25, for the Greenhill Road and South Main Street Intersection Improvement Project, be adopted. Following questions by Councilmember deBuhr, and responses by City Engineer Wicke, 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, Dunn. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,620 duly passed and adopted.
- 53595 - It was moved by Darrah and seconded by Miller that Resolution #22,621, setting December 20, 2021 as the date of public hearing on a proposed ordinance establishing new boundaries for wards and precincts, be adopted. Following questions and comments by Councilmembers deBuhr, Kruse and Mayor Green, and responses by City Attorney Rogers, Finance & Business Operations Director Rodenbeck and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Dunn. Nay: deBuhr, Sires. Motion carried. The Mayor then declared Resolution #22,621 duly passed and adopted.

- 53596 - It was moved by Darrah and seconded by Harding that Resolution #22,622, setting December 20, 2021 as the date of public hearing on a proposal to undertake a public improvement project for the Main Street Reconstruction Project, and to authorize acquisition of private property for said project, be adopted. Following comments by Councilmember deBuhr, it was moved by Kruse and seconded by Harding to amend the motion to change the date of the public hearing to January 3, 2022. Following comments by Councilmembers Miller and deBuhr, the motion carried 4-3, with Miller, Darrah and Dunn voting Nay. Following questions and comments by Councilmembers Harding, deBuhr, and Kruse, and responses by City Administrator Gaines, the Mayor put the question on the original motion as amended 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 #22,622 duly passed and adopted.
  
- 53597 - It was moved by Kruse and seconded by Harding that the bills and claims of December 6, 2021 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.
  
- 53598 - It was moved by Kruse and seconded by deBuhr to direct staff to provide three options for new Ward and Precinct maps for City Council to choose from at the December 20, 2021 public hearing. Following questions and comments by Councilmembers Harding, deBuhr and Kruse, and responses by City Administrator Gaines, the motion carried 6-1, with Darrah voting Nay.
  
- 53599 - It was moved by Kruse and seconded by Miller to adjourn to Executive Session to discuss Collective Bargaining per Iowa Code Section 20.17(3) as negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators; and Property Acquisition per Iowa Code § 21.5(1)(j) to discuss the purchase or sale of particular real estate only where disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 8:11 P.M.

Councilmember Sires is now absent.

Mayor Green reconvened the Council meeting at 8:51 P.M.

- 53600 - It was moved by Kruse and seconded by Harding that Resolution #22,623, approving a tentative agreement with Teamsters Union Local No. 238, Parks & Public Works, and authorizing execution of a Contract, 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, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,623 duly passed and adopted.

- 53601 - It was moved by Kruse and seconded by Miller that Resolution #22,624, approving a tentative agreement with Teamsters Union Local No. 238, Public Safety, and authorizing execution of a Contract, 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, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,624 duly passed and adopted.
  
- 53602 - It was moved by Kruse and seconded by Miller that the meeting be adjourned at 8:54 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



## DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

### MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Cory Hines, GIS Analyst  
**DATE:** December 13, 2021  
**SUBJECT:** Proposed ordinance establishing new wards and precincts

As a result of the 2020 Federal Decennial Census the boundaries of our current wards and precincts must be modified in order to obtain a more balanced representation within each ward. In November of 2021 Governor Reynolds approved the updated state legislative districts. Once adopted municipalities were able to begin their process of updating ward and precinct boundaries. Municipalities have until January 3, 2021 to submit their updates to the Iowa Secretary of State.

As a result of the 2020 Census the population for the City of Cedar Falls grew from 39,260 to 40,713 which is a 3.7% increase. This increase resulted in unbalanced population in each ward ranging from a high of 10,084 to a low of 6,942. This range far exceeds the allowable maximum variation of 10% between any 2 wards based on the ideal size of 8,144 people. In addition the increase resulted in multiple precincts exceeding the limit of 3,500 people.

Each of the 3 attached maps has adjusted the population numbers to represent a more balanced representation. This has been done within the laws set by the Iowa Code. Option A has the most balanced representation at 6.9% difference, Option B has a 9% difference and Option C has a 9.4% difference.

These numbers combined with other factors set out in the Iowa Code is why staff is recommending Option A. In addition, staff is also recommending that Council suspend the rules and pass all three readings on December 20<sup>th</sup> to avoid missing the submission deadline with the State of January 3<sup>rd</sup>.

Staff will be presenting the map options along with the criteria used to develop each during the public hearing at the December 20<sup>th</sup> City Council Meeting.

If you have any questions regarding this project, please feel free to contact me.  
 xc: Ron Gaines, City Administrator  
 xc: Jennifer Rodenbeck, Director of Finance & Business Operations  
 xc: Kevin Rogers, City Attorney



# City of Cedar Falls, Iowa

## Proposed Wards & Precincts Opt. A

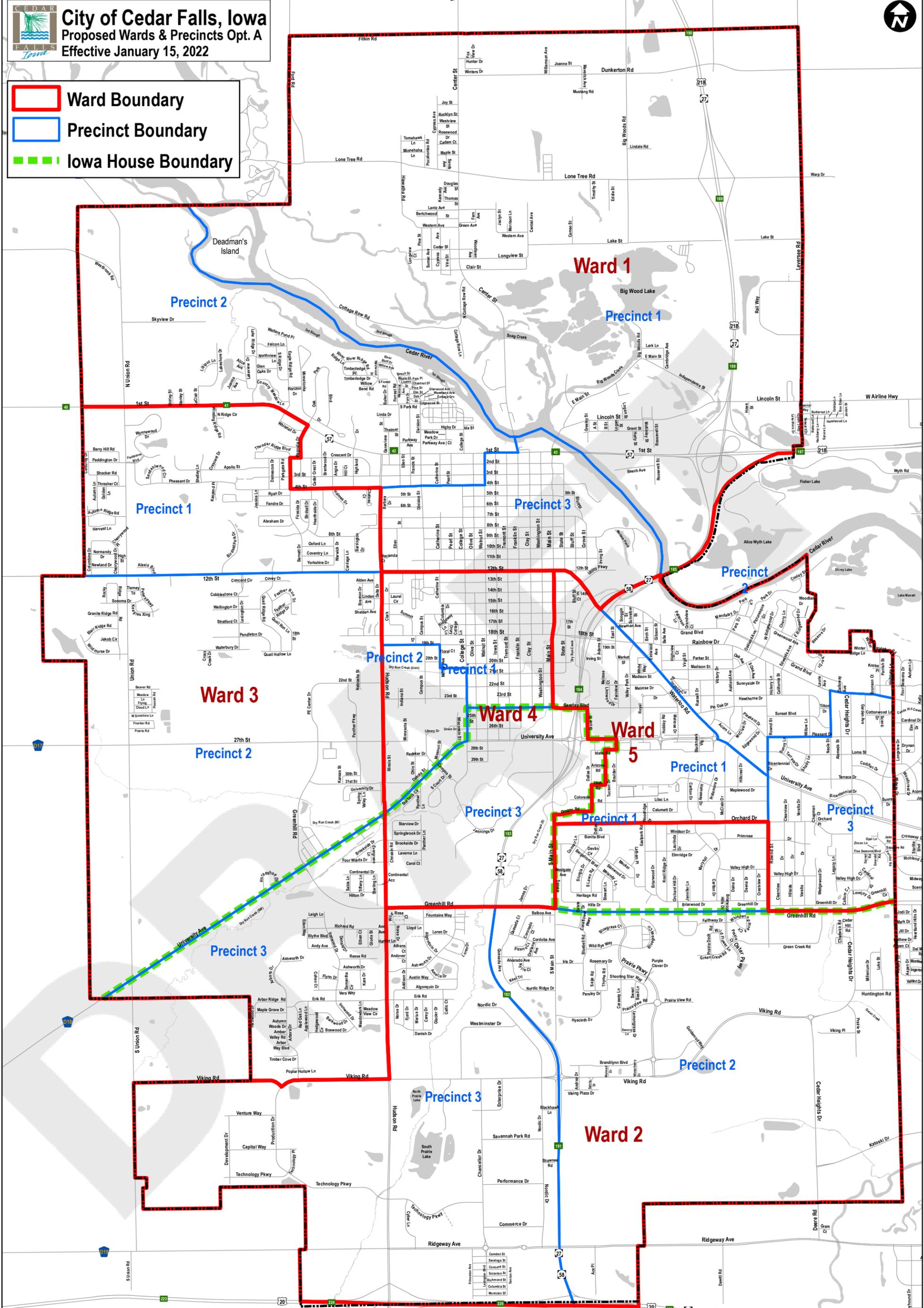
### Effective January 15, 2022



**Ward Boundary** (Red dashed line)

**Precinct Boundary** (Blue solid line)

**Iowa House Boundary** (Green dashed line)



Proposed Ward & Precinct Boundaries - Option A				
Ward 1: 8,334	Ward 2: 7,797	Ward 3: 8,229	Ward 4: 8,370	Ward 5: 7,988
• Precinct 1: 1,845	• Precinct 1: 2,583	• Precinct 1: 3,207	• Precinct 1: 3,289	• Precinct 1: 2,643
• Precinct 2: 3,207	• Precinct 2: 2,925	• Precinct 2: 3,115	• Precinct 2: 3,241	• Precinct 2: 2,815
• Precinct 3: 3,282	• Precinct 3: 2,289	• Precinct 3: 1,907	• Precinct 3: 1,840	• Precinct 3: 2,530
Total Population 40,718* (includes territory annexed after 1/1/2020)   Ideal Ward Size: 8,143				

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REPEALING SECTION 8-1, WARDS AND PRECINCTS, OF CHAPTER 8, ELECTIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, IN ITS ENTIRETY, AND ENACTING IN LIEU THEREOF A NEW SECTION 8-1, WARDS AND PRECINCTS, DIVIDING THE CITY OF CEDAR FALLS, IOWA INTO WARDS AND PRECINCTS AND DESCRIBING THE BOUNDARIES OF SAID WARDS AND PRECINCTS**

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

Section 8-1, Wards and Precincts of Chapter 8, Elections, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following new Section 8-1, Wards and Precincts is enacted in lieu hereof:

**Sec. 8-1. - Wards and precincts.**

- (a) *Division within city limits; boundaries defined.* All the territory embraced with the city limits of the City of Cedar Falls, Iowa, shall be and the same is hereby divided into five wards, each having three precincts, said wards to be called First, Second, Third, Fourth and Fifth Wards respectively, and the boundaries of said wards and precincts shall be the same and are hereby established and defined as set out in this article.
- (b) *The First Ward:* The First Ward shall embrace all the territory within the city limits described as follows:
  - (1) Beginning at the northeast corner of the city limits or the centerline of Leverage Road; thence southerly along said city limits line or the centerline of Leverage Road to the centerline of Lincoln Street; thence southerly and westerly along said city limits line and along the southerly extension of Leverage Road to the centerline of the main channel of the Cedar River; thence northwesterly along the centerline of the main channel of the Cedar River to the centerline of Highway 58; thence southwestly along the centerline of Highway 58 to the centerline of Waterloo Road; thence northwesterly along the centerline of Waterloo Road to the centerline of Main Street; thence continuing westerly along the centerline of West Twelfth Street to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West Fourth Street; thence westerly along the centerline of West Fourth Street to the centerline of Barnett Drive; thence northerly along the centerline of Barnett Drive to the centerline of Crescent Drive; thence easterly along the centerline of Crescent Drive to the centerline of North Magnolia Drive; thence

northerly along the centerline of North Magnolia Drive to the centerline of West First Street or Highway 57; thence westerly along the centerline of West First Street to the west city limits line; thence northerly and easterly along said city limits line to the centerline of Fitkin Road or the north line of the city limits; thence easterly along said city limits line to the point of beginning.

- (2) Precinct 1 of the First Ward. Precinct 1 of the First Ward shall consist of all of area described as follows: Beginning at the northeast corner of the city limits or the centerline of Leverage Road; thence southerly along said city limits line or the centerline of Leverage Road to the centerline of Lincoln Street; thence southerly and westerly along said city limits line and along the southerly extension of Leverage Road to the centerline of the main channel of the Cedar River; thence northwesterly along the centerline of the main channel of the Cedar River routing westerly of Deadman's Island to the northwest city limits line; thence easterly and northerly along said city limits line to the centerline of Fitkin Road or the north line of the city limits; thence easterly along said city limits line to the point of beginning.
- (3) Precinct 2 of the First Ward. Precinct 2 of the First Ward shall consist of all the area described as follows: Beginning at the intersection of West First Street and Center Street; thence westerly along the centerline of West First Street to the centerline of Walnut Street; thence southerly along the centerline of Walnut Street to the centerline of West Fourth Street; thence westerly along the centerline of West Fourth Street to the centerline of Barnett Drive; thence northerly along the centerline of Barnett Drive to the centerline of Crescent Drive; thence easterly along the centerline of Crescent Drive to the centerline of North Magnolia Drive; thence northerly along the centerline of North Magnolia Drive to the centerline of West First Street or Highway 57; thence westerly along the centerline of West First Street to the west city limits line; thence northerly and easterly along said city limits line to the centerline of the main channel of the Cedar River; thence southeasterly along the main channel of the Cedar River routing westerly of Deadman's Island to the centerline of the Center Street bridge; thence southerly along the centerline of Center Street to the point of beginning.
- (4) Precinct 3 of the First Ward. Precinct 3 of the First Ward shall consist of all the area described as follows: Beginning at the intersection of Highway 58 and the centerline of the main channel of the Cedar River; thence northwesterly along the main channel of the Cedar River to the centerline of the Center Street bridge; thence southerly along the centerline of Center Street to the centerline of West First Street; thence westerly along the centerline of West First Street to the centerline of Walnut Street; thence southerly along the centerline of Walnut Street to the centerline of West Fourth Street; thence westerly along the centerline of West Fourth Street to the centerline of Hudson Road; thence southerly along the centerline of Hudson Road to the centerline of West Twelfth Street; thence easterly along the centerline of West Twelfth Street to the centerline of Main Street; thence continuing southeasterly along the centerline of Waterloo Road to the centerline of Highway 58; thence northeasterly along the centerline of Highway 58 to the point of beginning.
- (c) *The Second Ward.* The Second Ward shall embrace all the territory within the city limits described as follows:

- (1) Beginning at the intersection of East Greenhill Road the east city limits line; thence southerly and westerly along said city limits line to the centerline of East Ridgeway Avenue; thence westerly along the centerline of East Ridgeway Avenue to the southeast city limits line; thence southerly, westerly and northerly along said city limits line to the centerline of West Ridgeway Avenue; thence easterly along the centerline of West Ridgeway Avenue to the southwest city limits line; thence northerly and westerly along said city limits line to the centerline of South Union Road or the west city limits line; thence northerly along the centerline of South Union Road to the centerline of West Viking Road; thence easterly along West Viking Road to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West Greenhill Road; thence easterly along the centerline of West Greenhill Road to the centerline of South Main Street; thence northerly along the centerline of South Main Street to the centerline of Orchard Drive; thence easterly along the centerline of Orchard Drive to the centerline of Rownd Street; thence southerly along the centerline of Rownd Street to the centerline of East Greenhill Road; thence easterly along the centerline of East Greenhill Road to the point of beginning.
- (2) Precinct 1 of the Second Ward. Precinct 1 of the Second Ward shall consist of all the area described as follows: Beginning at the intersection of Orchard Drive and Rownd Street; thence westerly along the centerline of Orchard Drive to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence easterly along the centerline of East Greenhill Road to the centerline of Rownd Street; thence northerly along the centerline of Rownd Street to the point of beginning.
- (3) Precinct 2 of the Second Ward. Precinct 2 of the Second Ward shall consist of all the area described as follows: Beginning at the intersection of East Greenhill Road the east city limits line; thence southerly and westerly along said city limits line to the centerline of East Ridgeway Avenue; thence westerly along the centerline of East Ridgeway Avenue to the southeast city limits line; thence southerly and westerly along said city limits line to the centerline of Highway 58; thence northerly along the centerline of Highway 58 to the centerline of West Greenhill Road, thence easterly along West Greenhill Road and East Greenhill Road to the point of beginning.
- (4) Precinct 3 of the Second Ward. Precinct 3 of the Second Ward shall consist of all the area described as follows: Beginning at the intersection of West Greenhill Road and Highway 58; thence southerly along the centerline of Highway 58 to the south city limits line; thence westerly and northerly along said city limits line to the centerline of West Ridgeway Avenue; thence easterly along the centerline of West Ridgeway Avenue to the southeast city limits line; thence northerly and westerly along said city limits line to the centerline of South Union Road or the west city limits line; thence northerly along the centerline of South Union Road to the centerline of West Viking Road; thence easterly along West Viking Road to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West Greenhill Road; thence easterly along the centerline of West Greenhill Road to the point of beginning.
- (d) *The Third Ward.* The Third Ward shall embrace all the territory within the city limits described as follows:

- (1) Beginning at the intersection of Hudson Road and West Fourth Street; thence westerly along the centerline of West Fourth Street to the centerline of Barnett Drive; thence northerly along the centerline of Barnett Drive to the centerline of Crescent Drive; thence easterly along the centerline of Crescent Drive to the centerline of North Magnolia Drive; thence northerly along the centerline of North Magnolia Drive to the centerline of West First Street or Highway 57; thence westerly along the centerline of West First Street to the west city limits line; thence southerly, westerly and easterly along said city limits line to the centerline of West Viking Road; thence easterly along the centerline of West Viking Road to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the point of beginning.
- (2) Precinct 1 of the Third Ward. Precinct 1 of the Third Ward shall consist of all the area described as follows: Beginning at the intersection of Hudson Road and West Twelfth Street; thence northerly along the centerline of West Twelfth Street to the centerline of West Fourth Street; thence westerly along the centerline of West Fourth Street to the centerline of Barnett Drive; thence northerly along the centerline of Barnett Drive to the centerline of Crescent Drive; thence easterly along the centerline of Crescent Drive to the centerline of North Magnolia Drive; thence northerly along the centerline of North Magnolia Drive to the centerline of West First Street or Highway 57; thence westerly along the centerline of West First Street to the west city limits; thence southerly along said city limits line to the centerline West Twelfth Street; thence easterly along the centerline of West Twelfth Street to the point of beginning.
- (3) Precinct 2 of the Third Ward. Precinct 2 of the Third Ward shall consist of all the area described as follows: Beginning at the intersection of Hudson Road and West Twelfth Street; thence westerly along the centerline of West Twelfth Street to the west city limits line; thence southerly, westerly and easterly along said city limits line the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the point of beginning.
- (4) Precinct 3 of the Third Ward. Precinct 3 of the Third Ward shall consist of all the area described as follows: Beginning at the intersection of Hudson Road and University Avenue; thence southwesterly along the centerline of University Avenue to the southwest city limits; thence easterly and southerly along said city limits line to the centerline of West Viking Road; thence easterly along the centerline of West Viking Road to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the point of beginning.
- (e) *The Fourth Ward.* The Fourth Ward shall embrace all the territory within the city limits described as follows:
  - (1) Beginning at the intersection of Main Street and West Twelfth Street; thence southerly along Main Street to the centerline of Seerley Boulevard; thence easterly along the centerline of East Seerley Boulevard to the centerline of Grove Street; thence southerly along the centerline of Grove Street to the centerline of University Avenue; thence easterly along the centerline of University Avenue to the centerline of Boulder Drive; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Road; thence westerly along the centerline of Utah Road to the centerline of Dallas

Drive; thence southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence westerly along the centerline of West Greenhill Road to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West Twelfth Street; thence easterly along the centerline of West Twelfth Street to the point of beginning.

(2) Precinct 1 of the Fourth Ward. Precinct 1 of the Fourth Ward shall consist of all the area described as follows: Beginning at the intersection of Main Street and West Twelfth Street; thence southerly along Main Street to the centerline of Seerley Boulevard; thence westerly along the centerline of West Seerley Boulevard to the centerline of College St; thence northerly along the centerline of College Street to the centerline of West Twentieth Street; thence westerly along the centerline of West Twentieth Street to the centerline of Merner Avenue; thence northerly along the centerline of Merner Avenue to the centerline of West Nineteenth Street; thence westerly along the centerline of West Nineteenth Street to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West Twelfth Street; thence easterly along the centerline of West Twelfth Street to the point of beginning.

(3) Precinct 2 of the Fourth Ward. Precinct 2 of the Fourth Ward shall consist of all the area described as follows: Beginning at the intersection of College Street and West Seerley Boulevard; thence northerly along the centerline of College Street to the centerline of West Twentieth Street; thence westerly along the centerline of West Twentieth Street to the centerline of Merner Avenue; thence northerly along the centerline of Merner Avenue to the centerline of West Nineteenth Street; thence westerly along the centerline of West Nineteenth Street to the centerline of Hudson Road; thence southerly along the centerline of Hudson Road to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of College Street; thence northerly along College Street to the point of beginning.

(4) Precinct 3 of the Fourth Ward. Precinct 3 of the Fourth Ward shall consist of all the area described as follows: Beginning at the intersection of Main Street and Seerley Boulevard; thence easterly along the centerline of East Seerley Boulevard to the centerline of Grove Street; thence southerly along the centerline of Grove Street to the centerline of University Avenue; thence easterly along the centerline of University Avenue to the centerline of Boulder Drive; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Road; thence westerly along the centerline of Utah Road to the centerline of Dallas Drive; thence southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence westerly along the centerline of West Greenhill Road to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of University Avenue; thence northeasterly along the

centerline of University Avenue to the centerline of College Street; thence northerly along the centerline of College Street to the centerline of West Seerley Boulevard; thence easterly along the centerline of West Seerley Boulevard to the point of beginning.

- (f) *The Fifth Ward.* The Fifth Ward shall embrace all the territory within the city limits described as follows:
- (1) Beginning at the intersection of Highway 58 and the intersection of the main channel of the Cedar River; thence easterly along the main channel of the Cedar River to the east city limits; thence southerly and easterly along said city limits line to the centerline of East Greenhill Road; thence westerly along the centerline of East Greenhill Road to the centerline of Rownd Street; thence northerly along the centerline of Rownd Street to the centerline of Orchard Drive; thence westerly along the centerline of Orchard Drive to the centerline of South Main Street; thence northerly along the centerline of South Main Street to the centerline of Oregon Road; thence easterly along the centerline of Oregon Road to the centerline of Dallas Drive; thence northerly along the centerline of Dallas Drive to the centerline of Utah Road; thence easterly along the centerline of Utah Road to the centerline of Tucson Drive; thence northerly along the centerline of Tucson Drive to the centerline of Idaho Road; thence easterly along the centerline of Idaho Road to the centerline of Boulder Drive; thence northerly along the centerline of Boulder Drive to the centerline of University Avenue, thence westerly along the centerline of University Avenue to the centerline of Grove Street; thence northerly along the centerline of Grove Street to the centerline of East Seerley Boulevard; thence westerly along the centerline of East Seerley Boulevard to the centerline of Main Street; thence northerly along the centerline of Main Street to the centerline of West Twelfth Street; thence easterly along the centerline of West Twelfth Street to the centerline of Main Street; thence continuing southeasterly along the centerline of Waterloo Road; thence southeasterly along the centerline of Waterloo Road to the centerline of Highway 58; thence northeasterly along the centerline of Highway 58 to the point of beginning.
  - (2) Precinct 1 of the Fifth Ward. Precinct 1 of the Fifth Ward shall consist of all the area described as follows: Beginning at the intersection of Rownd Street and University Avenue; thence southerly along the centerline of Rownd Street to the centerline of Orchard Drive; thence westerly along the centerline of Orchard Drive to the centerline of South Main Street; thence northerly along the centerline of South Main Street to the centerline of Oregon Road; thence easterly along the centerline of Oregon Road to the centerline of Dallas Drive; thence northerly along the centerline of Dallas Drive to the centerline of Utah Road; thence easterly along the centerline of Utah Road to the centerline of Tucson Drive; thence northerly along the centerline of Tucson Drive to the centerline of Idaho Road; thence easterly along the centerline of Idaho Road to the centerline of Boulder Drive; thence northerly along the centerline of Boulder Drive to the centerline of University Avenue, thence westerly along the centerline of University Avenue to the centerline of Grove Street; thence northerly along the centerline of Grove Street to the centerline of East Seerley Boulevard; thence westerly along the centerline of East Seerley Boulevard to the centerline of Main Street; thence northerly along the centerline of Main Street to the centerline of West Twelfth Street; thence easterly along the

centerline of West Twelfth Street to the centerline of Main Street; thence continuing southeasterly along the centerline of Waterloo Road to the centerline of University Avenue; thence continuing southeasterly along the centerline of University Avenue to the point of beginning.

(3) Precinct 2 of the Fifth Ward. Precinct 2 of the Fifth Ward shall consist of all the area described as follows: Beginning at the intersection of Highway 58 and the centerline of the main channel of the Cedar River; thence easterly along the main channel of the Cedar River to the east city limits; thence southerly and easterly along said city limits line to the centerline of Rainbow Drive; thence northwesterly along the centerline of Rainbow Drive to the centerline of Neola Street; thence southerly along the centerline of Neola Street to the centerline of Pleasant Drive; thence westerly along the centerline of Pleasant Drive to the centerline of Rownd Street, thence southerly along the centerline of Rownd Street to the centerline of University Avenue; thence northwesterly along the centerline of University Avenue to the centerline of Waterloo Road; thence continuing northwesterly along the intersection of Waterloo Road to the centerline of Highway 58; thence northeasterly along the centerline of Highway 58 to the point of beginning.

(4) Precinct 3 of the Fifth Ward. Precinct 3 of the Fifth Ward shall consist of all the area described as follows: Beginning at the intersection of Rownd Street and University Avenue; thence northerly along the centerline of Rownd Street to the centerline of Pleasant Drive; thence easterly along the centerline of Pleasant Drive to the centerline of Neola Street; thence northerly along the centerline of Neola Street to the centerline of Rainbow Drive; thence southeasterly along the centerline of Rainbow Drive to the east city limits line; thence southerly along said city limits line to the centerline of East Greenhill Road; thence westerly along the centerline of East Greenhill Road to the centerline of Rownd Street; thence northerly along the centerline of Rownd Street to the point of beginning.

INTRODUCED: \_\_\_\_\_ December 20, 2021 \_\_\_\_\_

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 Daniels, MMC, City Clerk



# City of Cedar Falls, Iowa

## Proposed Wards & Precincts Opt. B

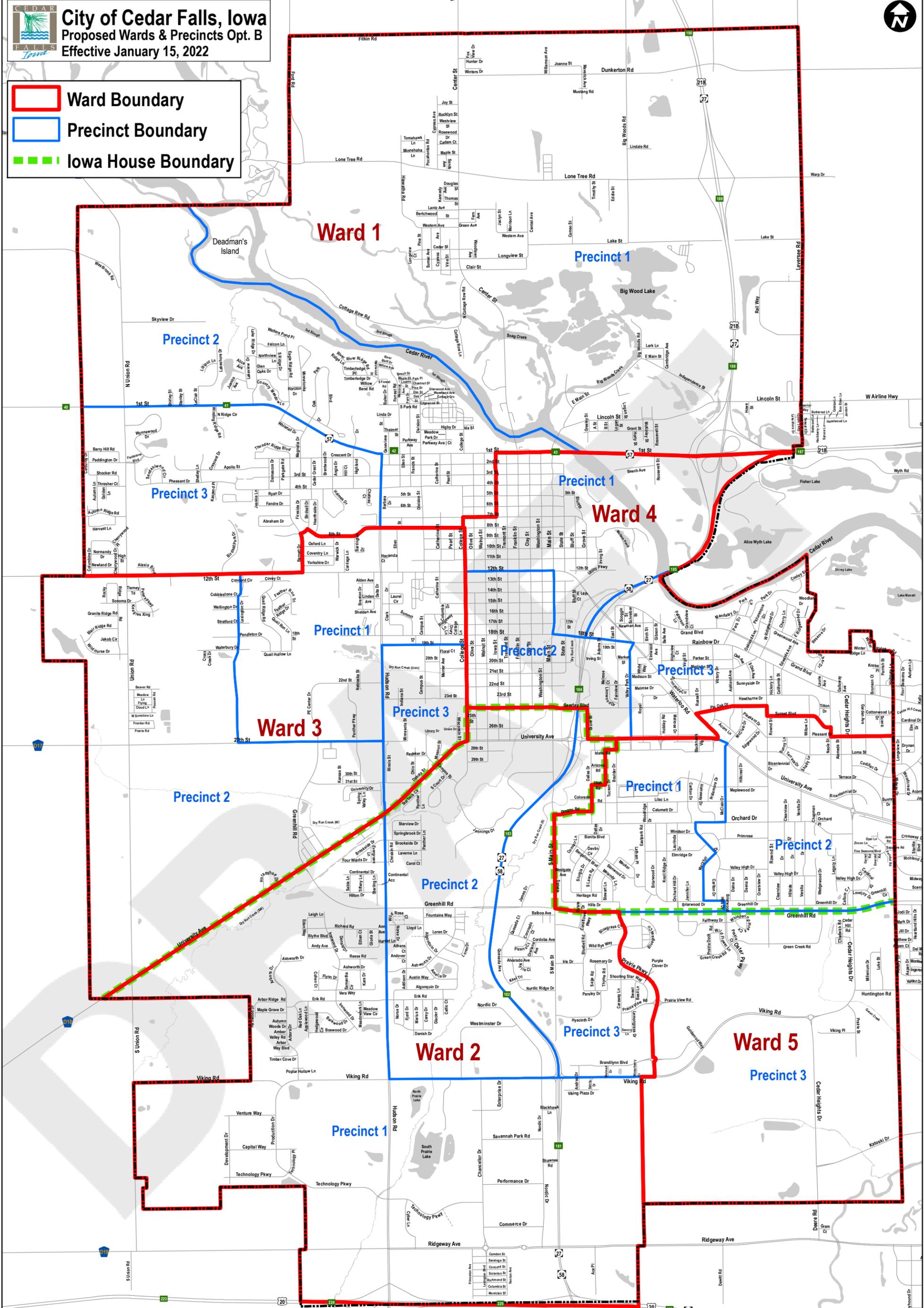
### Effective January 15, 2022



**Ward Boundary** (Red dashed line)

**Precinct Boundary** (Blue solid line)

**Iowa House Boundary** (Green dashed line)



Proposed Ward & Precinct Boundaries - Option B				
Ward 1: 8,449	Ward 2: 7,752	Ward 3: 8,326	Ward 4: 8,151	Ward 5: 8,040
• Precinct 1: 1,831	• Precinct 1: 1,941	• Precinct 1: 2,924	• Precinct 1: 2,300	• Precinct 1: 3,426
• Precinct 2: 3,188	• Precinct 2: 3,300	• Precinct 2: 1,917	• Precinct 2: 2,562	• Precinct 2: 3,405
• Precinct 3: 3,430	• Precinct 3: 2,511	• Precinct 3: 3,485	• Precinct 3: 3,289	• Precinct 3: 1,209
Total Population 40,718* (includes territory annexed after 1/1/2020)   Ideal Ward Size: 8,143				

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REPEALING SECTION 8-1, WARDS AND PRECINCTS, OF CHAPTER 8, ELECTIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, IN ITS ENTIRETY, AND ENACTING IN LIEU THEREOF A NEW SECTION 8-1, WARDS AND PRECINCTS, DIVIDING THE CITY OF CEDAR FALLS, IOWA INTO WARDS AND PRECINCTS AND DESCRIBING THE BOUNDARIES OF SAID WARDS AND PRECINCTS**

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

Section 8-1, Wards and Precincts of Chapter 8, Elections, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following new Section 8-1, Wards and Precincts is enacted in lieu hereof:

**Sec. 8-1. - Wards and precincts.**

- (a) *Division within city limits; boundaries defined.* All the territory embraced with the city limits of the City of Cedar Falls, Iowa, shall be and the same is hereby divided into five wards, each having three precincts, said wards to be called First, Second, Third, Fourth and Fifth Wards respectively, and the boundaries of said wards and precincts shall be the same and are hereby established and defined as set out in this article.
- (b) *The First Ward:* The First Ward shall embrace all the territory within the city limits described as follows:
  - (1) Beginning at the northeast corner of the city limits or the centerline of Leverage Road; thence southerly along said city limits line or the centerline of Leverage Road to the centerline of Lincoln Street; thence southerly and westerly along said city limits line and along the southerly extension of Leverage Road to the centerline of Highway 57; thence westerly along the centerline of Highway 57 or East First Street to the centerline of Iowa Street; thence southerly along Iowa Street to the centerline of West Seventh Street; thence westerly along West Seventh Street to the centerline of College Street; thence southerly along the centerline of College Street to the centerline of West Eighth Street; thence westerly along the centerline of West Eighth Street to the centerline of Birdsall Drive; thence southwesterly along the centerline of Birdsall Drive to the centerline of Barnett Drive; thence southerly along the centerline of Barnett Drive to the centerline of West Twelfth Street; thence westerly along the centerline of West Twelfth Street to the intersection the west city limits line; thence northerly and easterly along said city limits line to the centerline of Fitkin

Road or the north line of the city limits; thence easterly along said city limits line to the point of beginning.

- (2) Precinct 1 of the First Ward. Precinct 1 of the First Ward shall consist of all of area described as follows: Beginning at the northeast corner of the city limits or the centerline of Leverage Road; thence southerly along said city limits line or the centerline of Leverage Road to the centerline of Lincoln Street; thence southerly and westerly along said city limits line and along the southerly extension of Leverage Road to the centerline of Highway 57; thence westerly along the centerline of Highway 57 or East First Street to the centerline of the main channel of the Cedar River; thence northwesterly along the main channel of the Cedar River routing westerly of Deadman's Island to the northwest city limits; thence easterly and northerly along said city limits line to the centerline of Fitkin Road or the north line of the city limits; thence easterly along said city limits line to the point of beginning.
  - (3) Precinct 2 of the First Ward. Precinct 2 of the First Ward shall consist of all the area described as follows: Beginning at the intersection of Highway 57 or East First Street and the main channel of the Cedar River; thence northwesterly along the main channel of the Cedar River routing westerly of Deadman's Island to the northwest city limits; thence westerly and southerly along said city limits line to the centerline of West First Street or Highway 57; thence easterly along the centerline West First Street to the centerline of Hudson Road; thence southerly along the centerline of Hudson Road to the centerline of West Eighth Street; thence easterly along the centerline of West Eighth Street to the centerline of College Street; thence northerly along the centerline of College Street to the centerline of West Seventh Street; thence easterly along the centerline of West Seventh Street to the centerline of Iowa Street; thence northerly along the centerline of Seventh Street to the centerline of West First Street and continuing along East First Street to the point of beginning.
  - (4) Precinct 3 of the First Ward. Precinct 3 of the First Ward shall consist of all the area described as follows: Beginning at the intersection of West Eighth Street and Hudson Road; thence westerly along the centerline of West Eighth Street to the centerline of Birdsall Drive; thence southwestly along the centerline of Birdsall Drive to the centerline of Barnett Drive; thence southerly along the centerline of Barnett Drive to the centerline of West Twelfth Street; thence westerly along the centerline of West Twelfth Street to the west city limits line; thence northerly along said city limits line to the centerline of West First Street and Highway 57; thence easterly along the centerline West First Street to the centerline of Hudson Road; thence southerly along the centerline of Hudson Road to the point of beginning.
- (c) *The Second Ward.* The Second Ward shall embrace all the territory within the city limits described as follows:
- (1) Beginning at the intersection of East Seerley Blvd and Grove Street; thence southerly along the centerline of Grove Street to the centerline of University Avenue; thence easterly along the centerline of University Avenue to the centerline of Boulder Drive; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Road; thence westerly along the centerline of Utah Road to the centerline of Dallas Drive; thence

southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence easterly along the centerline of East Greenhill Road to the centerline of Prairie Parkway; thence southerly along the centerline of Prairie Parkway to the centerline of East Viking Road; thence westerly along the centerline of East Viking Road to the intersection of the boundary between Cedar Falls and Waterloo School Districts; thence southerly along said boundary to the centerline of East Ridgeway Avenue; thence westerly along the centerline of East Ridgeway Avenue to the southeast city limits line; thence southerly, westerly and northerly along said city limits line to the centerline of West Ridgeway Avenue; thence easterly along the centerline of West Ridgeway Avenue to the intersection southwest city limits line; thence northerly and westerly along said city limits line to the centerline of South Union Road or the west city limits line; thence northerly along the centerline of South Union Road to the centerline of West Viking Road; thence easterly along West Viking Road to the southwest city limits line; thence northerly and westerly along said city limits to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of College Street; thence northerly along the centerline of College Street to the centerline of West Seerley Boulevard; thence easterly along the centerline of West Seerley Boulevard and continuing along East Seerley Boulevard to the point of beginning.

(2) Precinct 1 of the Second Ward. Precinct 1 of the Second Ward shall consist of all the area described as follows: Beginning at the centerline of East Viking Road and the boundary between the Cedar Falls and Waterloo School Districts; thence southerly along said boundary to the centerline of East Ridgeway Avenue; thence westerly along the centerline of East Ridgeway Avenue to the southeast city limits line; thence southerly, westerly and northerly along said city limits line to the centerline of West Ridgeway Avenue; thence easterly along the centerline of West Ridgeway Avenue to the intersection southwest city limits line; thence northerly and westerly along said city limits line to the centerline of South Union Road or the west city limits line; thence northerly along the centerline of South Union Road to the centerline of West Viking Road; thence easterly along West Viking Road to the southwest city limits line; thence northerly and westerly along said city limits to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of Hudson Road; thence southerly along the centerline of Hudson Road to the intersection of West Viking Road; thence easterly along the centerline of West Viking Road and continuing along East Viking Road to the point of beginning.

(3) Precinct 2 of the Second Ward. Precinct 2 of the Second Ward shall consist of all the area described as follows: Beginning at the intersection of East Seerley Boulevard and Highway 58; thence southerly along the centerline of Highway 58 to the centerline of Viking Road; thence westerly along the centerline of West Viking Road to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of College Street; thence northerly along the centerline of College Street to the

centerline of West Seerley Boulevard; thence easterly along the centerline of West Seerley Boulevard and continuing along East Seerley Boulevard to the point of beginning.

- (4) Precinct 3 of the Second Ward. Precinct 3 of the Second Ward shall consist of all the area described as follows: Beginning at the intersection of East Seerley Blvd and Grove Street; thence southerly along the centerline of Grove Street to the centerline of University Avenue; thence easterly along the centerline of University Avenue to the centerline of Boulder Drive; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Road; thence westerly along the centerline of Utah Road to the centerline of Dallas Drive; thence southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence easterly along the centerline of East Greenhill Road to the centerline of Prairie Parkway; thence southerly along the centerline of Prairie Parkway to the centerline of East Viking Road; thence westerly along the centerline of East Viking Road to the centerline of Highway 58; thence northerly along the centerline of Highway 58 to the centerline of East Seerley Boulevard; thence easterly along the centerline of East Seerley Boulevard to the point of beginning.
- (d) *The Third Ward.* The Third Ward shall embrace all the territory within the city limits described as follows:
- (1) Beginning at the intersection of West Eighth Street and College Street; thence westerly along the centerline of West Eighth Street to the centerline of Birdsall Drive; thence southwesterly along the centerline of Birdsall Drive to the centerline of Barnett Drive; thence southerly along the centerline of Barnett Drive to the centerline of West Twelfth Street; thence westerly along the centerline of West Twelfth Street to the west city limits line; thence southerly and easterly along said city limits line the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of College Street; thence northerly along the centerline of College Street to the point of beginning.
- (2) Precinct 1 of the Third Ward. Precinct 1 of the Third Ward shall consist of all the area described as follows: Beginning at the intersection of West Eighth Street and College Street; thence westerly along the centerline of West Eighth Street to the centerline of Birdsall Drive; thence southwesterly along the centerline of Birdsall Drive to the centerline of Barnett Drive; thence southerly along the centerline of Barnett Drive to the centerline of West Twelfth Street; thence westerly along the centerline of West Twelfth Street to the centerline of Lexington Boulevard; thence southerly along the centerline of Lexington Boulevard and continuing along the southerly extension of Lexington Boulevard to the centerline of West Twenty-Seventh Street; thence easterly along the centerline of West Twenty-Seventh Street to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West Nineteenth Street; thence easterly along the centerline of West Nineteenth Street to the centerline of College Street; thence northerly along the centerline of College Street to the point of beginning.

- (3) Precinct 2 of the Third Ward. Precinct 2 of the Third Ward shall consist of all the area described as follows: Beginning at the intersection of West Twelfth Street and Lexington Boulevard; thence westerly along the centerline of West Twelfth Street to the west city limits line; thence southerly and easterly along said city limits line the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West Twenty-Seventh Street; thence westerly along the centerline of West Twenty-Seventh Street to the southerly extension of Lexington Boulevard; thence northerly along the southerly extension of Lexington Boulevard and continuing along the centerline of Lexington Boulevard to the point of beginning.
- (4) Precinct 3 of the Third Ward. Precinct 3 of the Third Ward shall consist of all the area described as follows: Beginning at the intersection of West Nineteenth Street and College Street; thence westerly along the centerline of West Nineteenth Street to the centerline of Hudson Road; thence southerly along the centerline of Hudson Road to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of College Street; thence northerly along the centerline of College Street to the point of beginning.
- (e) *The Fourth Ward.* The Fourth Ward shall embrace all the territory within the city limits described as follows:
  - (1) Beginning at the intersection of Highway 57 and the eastern city limits; thence westerly along the centerline of Highway 57 or East First Street to the centerline of Iowa Street; thence southerly along Iowa Street to the centerline of West Seventh Street; thence westerly along West Seventh Street to the centerline of College Street; thence southerly along the centerline of College Street to the centerline of West Seerley Boulevard; thence easterly along the centerline of West Seerley Boulevard and continuing along East Seerley Boulevard to the centerline of Grove Street; thence southerly along the centerline of Grove Street to the centerline of University Avenue; thence easterly along the centerline of University Avenue to the centerline of Waterloo Road; thence northwesterly along the centerline of Waterloo Road to the centerline of Pin Oak Drive; thence easterly along the centerline of Pin Oak Drive to the centerline of Rownd Street; thence southerly along the centerline of Rownd Street to the centerline of Sunset Boulevard; thence easterly along the centerline of Sunset Boulevard to the centerline of Neola Street; thence southerly along the centerline of Neola Street to the centerline of Pleasant Drive; thence easterly along the centerline of Pleasant Drive to the eastern city limits line; thence northerly and westerly along said city limits line to the centerline the main channel of the Cedar River; thence westerly and along the main channel of the Cedar River to the east city limits line; thence northeasterly along said city limits line to the centerline of Highway 57 and the point of beginning.
  - (2) Precinct 1 of the Fourth Ward. Precinct 1 of the Fourth Ward shall consist of all the area described as follows: Beginning at the intersection of Highway 57 and the eastern city limits line; thence westerly along the centerline of Highway 57 or East First Street to the centerline of Iowa Street; thence southerly along Iowa Street to the centerline of West Seventh Street; thence westerly along West Seventh Street to the centerline of College Street; thence southerly along the

centerline of College Street to the centerline of West Twelfth Street; thence easterly along the centerline of West Twelfth Street to the centerline of Main Street; thence southerly along the centerline of Main Street to the centerline of Eighteenth Street; thence easterly along East Eighteenth Street to the centerline of Highway 58; thence northeasterly along the centerline of Highway 58 to the centerline of the main channel of the Cedar River; thence southeasterly along the main channel to the east city limits line; thence northeasterly along said city limits line to the centerline of Highway 57 and the point of beginning.

- (3) Precinct 2 of the Fourth Ward. Precinct 2 of the Fourth Ward shall consist of all the area described as follows: Beginning at the intersection of West Twelfth Street and College Street; thence easterly along the centerline of West Twelfth Street to the centerline of Main Street; thence southerly along the centerline of Main Street to the centerline of Eighteenth Street; thence easterly along East Eighteenth Street to the centerline of Valley Park Drive; thence southerly along the centerline of Valley Park Drive to the centerline of University Avenue; thence westerly along the centerline of University Avenue to the centerline of Grove Street; thence northerly along the centerline of Grove Street to the centerline of East Seerley Boulevard; thence westerly along the centerline of East Seerley Boulevard and continuing along West Seerley Boulevard to the centerline of College Street; thence northerly along the centerline of College Street to the point of beginning.
- (4) Precinct 3 of the Fourth Ward. Precinct 3 of the Fourth Ward shall consist of all the area described as follows: Beginning at the intersection of Valley Park Drive and University Avenue; thence easterly along the centerline of University Avenue to the centerline of Waterloo Road; thence northwesterly along the centerline of Waterloo Road to the centerline of Pin Oak Drive; thence easterly along the centerline of Pin Oak Drive to the centerline of Rownd Street; thence southerly along the centerline of Rownd Street to the centerline of Sunset Boulevard; thence easterly along the centerline of Sunset Boulevard to the centerline of Neola Street; thence southerly along the centerline of Neola Street to the centerline of Pleasant Drive; thence easterly along the centerline of Pleasant Drive to the eastern city limits line; thence northerly and westerly along said city limits line to the centerline the main channel of the Cedar River; thence westerly along the main channel of the Cedar River to the east city limits line; thence northwesterly along the centerline of the main channel to the centerline of Highway 58; thence southwestly along the centerline of Highway 58 to the centerline of East Eighteenth Street; thence easterly along East Eighteenth Street to the centerline of Valley Park Drive; thence southerly along the centerline of Valley Park Drive to the point of beginning.
- (f) *The Fifth Ward.* The Fifth Ward shall embrace all the territory within the city limits described as follows:
- (1) Beginning at the intersection of Boulder Drive and University Avenue; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Road; thence westerly along the centerline of Utah Road to the centerline of Dallas Drive; thence southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon

Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence easterly along the centerline of East Greenhill Road to the centerline of Prairie Parkway; thence southerly along the centerline of Prairie Parkway to the centerline of East Viking Road; thence westerly along the centerline of East Viking Road to the intersection of the boundary between the Cedar Falls and Waterloo School Districts; thence southerly along said boundary to the southeast city limits line; thence easterly and northerly along said city limits line to the centerline of Pleasant Drive; thence westerly along the centerline of Pleasant Drive to the centerline of Neola Street; thence northerly along the centerline of Neola Street to the centerline of Sunset Boulevard; thence westerly along the centerline of Sunset Boulevard to the centerline of Rownd Street; thence northerly along the centerline of Rownd Street to the centerline of Pin Oak Drive; thence westerly along the centerline of Pin Oak Drive to the centerline of Waterloo Road; thence southeasterly along the centerline of University Avenue; thence westerly along University Avenue to the point of beginning.

- (2) Precinct 1 of the Fifth Ward. Precinct 1 of the Fifth Ward shall consist of all the area described as follows: Beginning at the intersection of Boulder Drive and University Avenue; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Road; thence westerly along the centerline of Utah Road to the centerline of Dallas Drive; thence southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence easterly along the centerline of East Greenhill Road to the centerline of Briarwood Hills Drive; thence northerly along the centerline of Briarwood Hills Drive to the centerline of Briarwood Drive; thence westerly along the centerline of Briarwood Drive to the centerline of Maryhill Drive; thence northerly along the centerline of Maryhill Drive to the centerline of Carlton Drive; thence northwesterly along the centerline of Carlton Drive to the centerline of Orchard Drive; thence easterly along the centerline of Orchard Drive to the centerline of McClain Drive; thence northerly along the centerline of McClain Drive to the centerline of University Avenue; thence westerly along the centerline of University Avenue to the point of beginning.
- (3) Precinct 2 of the Fifth Ward. Precinct 2 of the Fifth Ward shall consist of all the area described as follows: Beginning at the intersection of Briarwood Hills Drive and East Greenhill Road; thence northerly along the centerline of Briarwood Hills Drive to the centerline of Briarwood Drive; thence westerly along the centerline of Briarwood Drive to the centerline of Maryhill Drive; thence northerly along the centerline of Maryhill Drive to the centerline of Carlton Drive; thence northwesterly along the centerline of Carlton Drive to the centerline of Orchard Drive; thence easterly along the centerline of Orchard Drive to the centerline of McClain Drive; thence northerly along the centerline of McClain Drive to the centerline of University Avenue; thence westerly along the centerline of University Avenue to the centerline of Waterloo Road; thence northwesterly along the centerline of Waterloo Road to the centerline of Pin

Oak Drive; thence easterly along the centerline of Pin Oak Drive to the centerline of Rownd Street; thence southerly along the centerline of Rownd Street to the centerline of Sunset Boulevard; thence easterly along the centerline of Sunset Boulevard to the centerline of Neola Street; thence southerly along the centerline of Neola Street to the centerline of Pleasant Drive; thence easterly along the centerline of Pleasant Drive to the eastern city limits line; thence southerly along said city limits line to the centerline of East Greenhill Road; thence westerly along the centerline of East Greenhill Road to the point of beginning.

- (4) Precinct 3 of the Fifth Ward. Precinct 3 of the Fifth Ward shall consist of all the area described as follows: Beginning at the intersection of Prairie Parkway and East Greenhill Road; thence southerly along the centerline of Prairie Parkway to the centerline of East Viking Road; thence westerly along the centerline of East Viking Road to a boundary between the Cedar Falls and Waterloo School Districts; thence southerly along said boundary to the southeast city limits line; thence easterly and northerly along said city limits line to the centerline of East Greenhill Road; thence westerly along the centerline of East Greenhill Road to the point of beginning.

INTRODUCED: \_\_\_\_\_ December 20, 2021 \_\_\_\_\_

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



# City of Cedar Falls, Iowa

## Proposed Wards & Precincts Opt. C

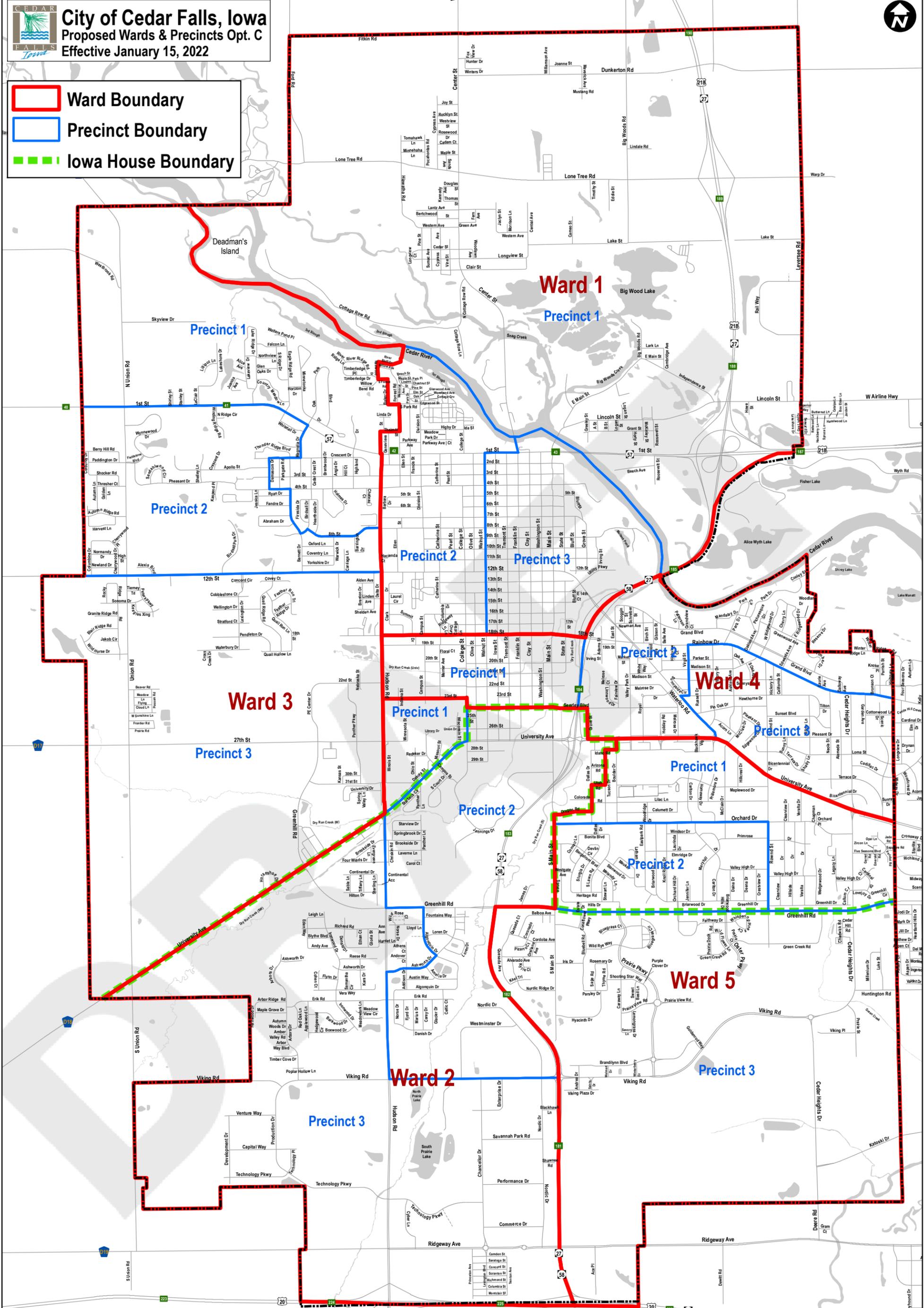
### Effective January 15, 2022



**Ward Boundary** (Red dashed line)

**Precinct Boundary** (Blue solid line)

**Iowa House Boundary** (Green dashed line)



Proposed Ward & Precinct Boundaries - Option C				
Ward 1: 7,858	Ward 2: 7,917	Ward 3: 8,483	Ward 4: 7,863	Ward 5: 8,597
• Precinct 1: 1,845	• Precinct 1: 1,881	• Precinct 1: 2,859	• Precinct 1: 3,175	• Precinct 1: 3,089
• Precinct 2: 3,128	• Precinct 2: 3,311	• Precinct 2: 2,509	• Precinct 2: 2,347	• Precinct 2: 2,583
• Precinct 3: 2,885	• Precinct 3: 2,725	• Precinct 3: 3,115	• Precinct 3: 2,341	• Precinct 3: 2,925
Total Population 40,718* (includes territory annexed after 1/1/2020)   Ideal Ward Size: 8,143				

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REPEALING SECTION 8-1, WARDS AND PRECINCTS, OF CHAPTER 8, ELECTIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, IN ITS ENTIRETY, AND ENACTING IN LIEU THEREOF A NEW SECTION 8-1, WARDS AND PRECINCTS, DIVIDING THE CITY OF CEDAR FALLS, IOWA INTO WARDS AND PRECINCTS AND DESCRIBING THE BOUNDARIES OF SAID WARDS AND PRECINCTS**

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

Section 8-1, Wards and Precincts of Chapter 8, Elections, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following new Section 8-1, Wards and Precincts is enacted in lieu hereof:

**Sec. 8-1. - Wards and precincts.**

- (a) *Division within city limits; boundaries defined.* All the territory embraced with the city limits of the City of Cedar Falls, Iowa, shall be and the same is hereby divided into five wards, each having three precincts, said wards to be called First, Second, Third, Fourth and Fifth Wards respectively, and the boundaries of said wards and precincts shall be the same and are hereby established and defined as set out in this article.
- (b) *The First Ward:* The First Ward shall embrace all the territory within the city limits described as follows:
  - (1) Beginning at the northeast corner of the city limits or the centerline of Leverage Road; thence southerly along said city limits line or the centerline of Leverage Road to the centerline of Lincoln Street; thence southerly and westerly along said city limits line and along the southerly extension of Leverage Road to the centerline of the main channel of the Cedar River; thence northwesterly along the centerline of the main channel of the Cedar River to the centerline of Highway 58; thence southwestly along the centerline of Highway 58 to the centerline of East Eighteenth Street; thence westerly along East Eighteenth Street and continuing along West Eighteenth Street to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West First Street; thence northerly along the extension of Hudson Road to the centerline of Theimer Street; thence easterly along the centerline of Theimer Street to the centerline of Ellen Street; thence northerly along the centerline of Ellen Street to the centerline of South Park Road; thence westerly along the centerline of South Park Road to the centerline of Baker Drive; thence northerly

along the centerline of Baker Drive to the centerline of South Forest Road; thence westerly along the centerline of South Forest Road to the centerline of Westwood Drive; thence northerly along the centerline of Westwood Drive to the centerline of River Bluff Drive; thence easterly along the centerline of River Bluff Drive to the centerline of Ravine Drive; thence northeasterly along the extension of Ravine Drive to the centerline of the Cedar River; thence northwesterly along the main channel of the Cedar River routing westerly of Deadman's Island to the northwest city limits line; thence easterly and northerly along said city limits line to the centerline of Fitkin Road or the north line of the city limits; thence easterly along said city limits line to the point of beginning.

(2) Precinct 1 of the First Ward. Precinct 1 of the First Ward shall consist of all of area described as follows: Beginning at the northeast corner of the city limits or the centerline of Leverage Road; thence southerly along said city limits line or the centerline of Leverage Road to the centerline of Lincoln Street; thence southerly and westerly along said city limits line and along the southerly extension of Leverage Road to the centerline of the main channel of the Cedar River; thence northwesterly along the centerline of the main channel of the Cedar River routing westerly of Deadman's Island to the northwest city limits line; thence easterly and northerly along said city limits line to the centerline of Fitkin Road or the north line of the city limits; thence easterly along said city limits line to the point of beginning.

(3) Precinct 2 of the First Ward. Precinct 2 of the First Ward shall consist of all the area described as follows: Beginning at the intersection of West First Street and Center Street; thence westerly along the centerline of West First Street to the centerline of Walnut Street, thence southerly along the centerline of Walnut Street to the centerline of West Eighteenth Street; thence westerly along East Eighteenth Street and continuing along West Eighteenth Street to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West First Street; thence northerly along the extension of Hudson Road to the centerline of Theimer Street; thence easterly along the centerline of Theimer Street to the centerline of Ellen Street; thence northerly along the centerline of Ellen Street to the centerline of South Park Road; thence westerly along the centerline of South Park Road to the centerline of Baker Drive; thence northerly along the centerline of Baker Drive to the centerline of South Forest Road; thence westerly along the centerline of South Forest Road to the centerline of Westwood Drive; thence northerly along the centerline of Westwood Drive to the centerline of River Bluff Drive; thence easterly along the centerline of River Bluff Drive to the centerline of Ravine Drive; thence northeasterly along the extension of Ravine Drive to the centerline of the Cedar River; thence southeasterly along the main channel of the Cedar River to the centerline of the Center Street bridge; thence southerly along the centerline of Center Street to the point of beginning.

(4) Precinct 3 of the First Ward. Precinct 3 of the First Ward shall consist of all the area described as follows: Beginning at the intersection of Highway 58 and the centerline of the main channel of the Cedar River; thence northwesterly along the main channel of the Cedar River to the centerline of the Center Street bridge; thence southerly along the centerline of Center Street to the centerline of West First Street; thence westerly along the centerline of West First Street to

the centerline of Walnut Street, thence southerly along the centerline of Walnut Street to the centerline of West Eighteenth Street; thence easterly along West Eighteenth Street and continuing along East Eighteenth Street to the centerline of Highway 58; thence northeasterly along the centerline of Highway 58 to the point of beginning.

(c) *The Second Ward.* The Second Ward shall embrace all the territory within the city limits described as follows:

(1) Beginning at the intersection of East Seerley Blvd and Grove Street; thence southerly along the centerline of Grove Street to the centerline of University Avenue; thence easterly along the centerline of University Avenue to the centerline of Boulder Drive; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Road; thence westerly along the centerline of Utah Road to the centerline of Dallas Drive; thence southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence westerly along the centerline of West Greenhill Road to the centerline of Highway 58; thence southerly along the centerline of Highway 58 to the south city limits line; thence westerly and northerly along said city limits line to the centerline of West Ridgeway Avenue; thence easterly along the centerline of West Ridgeway Avenue to the southwest city limits line; thence northerly and westerly along said city limits line to the centerline of South Union Road or the west city limits line; thence northerly along the centerline of South Union Road to the centerline of West Viking Road; thence easterly along West Viking Road to the southwest city limits line; thence northerly and westerly along said city limits to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West Twenty-Third Street; thence easterly along the centerline of West Twenty-Third Street to the centerline of College Street; thence southerly along the centerline of College Street to the centerline of West Seerley Boulevard; thence easterly along the centerline of West Seerley Boulevard and continuing along East Seerley Boulevard to the point of beginning.

(2) Precinct 1 of the Second Ward. Precinct 1 of the Second Ward shall consist of all the area described as follows: Beginning at the centerline of Hudson Road and University Avenue; thence northerly along the centerline of Hudson Road to the centerline of West Twenty-Third Street; thence easterly along the centerline of West Twenty-Third Street to the centerline of College Street; thence southerly along the centerline of College Street to the centerline of University Avenue; thence southwesterly along the centerline of University Avenue to the point of beginning.

(3) Precinct 2 of the Second Ward shall consist of all the area described as follows: Beginning at the intersection of West Seerley Boulevard and College Street; ; thence easterly along the centerline of West Seerley Boulevard and continuing along East Seerley Boulevard to the centerline of Grove Street; thence southerly along the centerline of Grove Street to the centerline of University

Avenue; thence easterly along the centerline of University Avenue to the centerline of Boulder Drive; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Road; thence westerly along the centerline of Utah Road to the centerline of Dallas Drive; thence southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence westerly along the centerline of West Greenhill Road to the centerline of Highway 58; thence southerly along the centerline of Highway 58 to the centerline of Viking Road; thence westerly along the centerline of West Viking Road to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of Ashworth Drive; thence northeasterly along the centerline of Ashworth Drive to the centerline of Algonquin Drive; thence northerly along the centerline of Algonquin Drive to the centerline of West Greenhill Road; thence westerly along the centerline of West Greenhill Road to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of College Street; thence northerly along the centerline of College Street to the point of beginning.

- (4) Precinct 3 of the Second Ward. Precinct 3 of the Second Ward shall consist of all the area described as follows: Beginning at the intersection of West Viking Road and Highway 58; thence southerly along the centerline of Highway 58 to the south city limits line; thence westerly and northerly along said city limits line to the centerline of West Ridgeway Avenue; thence easterly along the centerline of West Ridgeway Avenue to the southwest city limits line; thence northerly and westerly along said city limits line to the centerline of South Union Road or the west city limits line; thence northerly along the centerline of South Union Road to the centerline of West Viking Road; thence easterly along West Viking Road to the southwest city limits line; thence northerly and westerly along said city limits line to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of Hudson Road; thence southerly along the centerline of Hudson Road to the centerline of West Greenhill Road; thence easterly along the centerline of West Greenhill Road to the centerline of Algonquin Drive; thence southerly along the centerline of Algonquin Drive to the centerline of Ashworth Drive; thence southwesterly along the centerline of Algonquin Drive to the centerline of Hudson Road; thence southerly along the centerline of Hudson Road to the centerline of West Viking Road; thence easterly along the centerline of West Viking Road to the point of beginning.

(d) *The Third Ward.* The Third Ward shall embrace all the territory within the city limits described as follows:

- (1) Beginning at the intersection of Hudson Road and University Avenue; thence northerly along the centerline of Hudson Road to the centerline of West First Street; thence northerly along the extension of Hudson Road to the centerline of Theimer Street; thence easterly along the centerline of Theimer Street to the centerline of Ellen Street; thence northerly along the centerline of Ellen Street

to the centerline of South Park Road; thence westerly along the centerline of South Park Road to the centerline of Baker Drive; thence northerly along the centerline of Baker Drive to the centerline of South Forest Road; thence westerly along the centerline of South Forest Road to the centerline of Westwood Drive; thence northerly along the centerline of Westwood Drive to the centerline of River Bluff Drive; thence easterly along the centerline of River Bluff Drive to the centerline of Ravine Drive; thence northeasterly along the extension of Ravine Drive to the centerline of the Cedar River; thence northwesterly along the main channel of the Cedar River routing westerly of Deadman's Island to the northwest city limits line; thence westerly, southerly and easterly along said city limits line to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the point of beginning.

- (2) Precinct 1 of the Third Ward. Precinct 1 of the Third Ward shall consist of all the area described as follows: Beginning at the intersection of Hudson Road and West Eighth Street; thence northerly along the centerline of Hudson Road to the centerline of West First Street; thence northerly along the extension of Hudson Road to the centerline of Theimer Street; thence easterly along the centerline of Theimer Street to the centerline of Ellen Street; thence northerly along the centerline of Ellen Street to the centerline of South Park Road; thence westerly along the centerline of South Park Road to the centerline of Baker Drive; thence northerly along the centerline of Baker Drive to the centerline of South Forest Road; thence westerly along the centerline of South Forest Road to the centerline of Westwood Drive; thence northerly along the centerline of Westwood Drive to the centerline of River Bluff Drive; thence easterly along the centerline of River Bluff Drive to the centerline of Ravine Drive; thence northeasterly along the extension of Ravine Drive to the centerline of the Cedar River; thence northwesterly along the main channel of the Cedar River routing westerly of Deadman's Island to the northwest city limits line; thence westerly and southerly along said city limits line to the centerline of West First Street or Highway 57; thence easterly along the centerline of West First Street to the centerline of North Magnolia Drive; thence southerly along the centerline of North Magnolia Drive to the centerline of Crescent Drive; thence westerly along the centerline of Crescent Drive to the centerline of Damascus Drive; thence southerly of Damascus Drive to the centerline of West Fourth Street; thence easterly along the centerline of West Fourth Street to the centerline of Barnett Drive; thence southerly along the centerline of Barnett Drive to the centerline of Birdsall Drive; thence northerly along the centerline of Birdsall Drive to the centerline of West Eighth Street; thence easterly of West Eighth Street to the point of beginning.
- (3) Precinct 2 of the Third Ward. Precinct 2 of the Third Ward shall consist of all the area described as follows: Beginning at the intersection of Hudson Road and West Eighth Street; thence westerly along the centerline of West Eighth Street to the centerline of Birdsall Drive; thence southwestly along the centerline of Birdsall Drive to the centerline of Barnett Drive; thence northerly along the centerline of Barnett Drive to the centerline of West Fourth Street; thence westerly along the centerline of West Fourth Street to the centerline of Damascus Drive; thence northerly along the centerline of Damascus Drive to the centerline of Crescent Drive; thence easterly along the centerline of

Crescent Drive to the centerline of North Magnolia Drive; thence northerly along the centerline of North Magnolia Drive to the centerline of West First Street or Highway 57; thence westerly along the centerline of West First Street to the west city limits line; thence southerly along said city limits line to the centerline of West Twelfth Street; thence easterly along the centerline of West Twelfth Street to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the point of beginning.

- (4) Precinct 3 of the Third Ward. Precinct 3 of the Third Ward shall consist of all the area described as follows: Beginning at the intersection of Hudson Road and West Twelfth Street; thence westerly along the centerline of West Twelfth Street to west city limits line; thence southerly and easterly along said city limits line to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the point of beginning.
- (e) *The Fourth Ward.* The Fourth Ward shall embrace all the territory within the city limits described as follows:
- (1) Beginning at the intersection of Highway 58 and the main channel of the Cedar River; thence easterly along the main channel of the Cedar River the east city limits line; thence southerly and easterly along said city limits line to the centerline of University Avenue; thence westerly along the centerline of University Avenue to the centerline of Grove Street; thence northerly along the centerline of Grove Street to the centerline of East Seerley Boulevard; thence westerly along the centerline of East Seerley Boulevard and continuing along West Seerley Boulevard to the centerline of College Street; thence northerly along the centerline of College Street to the centerline of West Twenty-Third Street; thence westerly along the centerline of West Twenty-Third Street to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West Eighteenth Street; thence easterly along the centerline of West Eighteenth Street and continuing along East Eighteenth Street to the centerline of Highway 58; thence northeasterly along the centerline of Highway 58 to the point of beginning.
- (2) Precinct 1 of the Fourth Ward. Precinct 1 of the Fourth Ward shall consist of all the area described as follows: Beginning at the intersection of East Seerley Boulevard and Highway 58; thence westerly along the centerline of East Seerley Boulevard and continuing along West Seerley Boulevard to the centerline of College Street; thence northerly along the centerline of College Street to the centerline of West Twenty-Third Street; thence westerly along the centerline of West Twenty-Third Street to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the centerline of West Eighteenth Street; thence easterly along the centerline of West Eighteenth Street and continuing along East Eighteenth Street to the point of beginning.
- (3) Precinct 2 of the Fourth Ward. Precinct 2 of the Fourth Ward shall consist of all the area described as follows: Beginning at the intersection of Highway 58 and the main channel of the Cedar River; thence easterly along the main channel of the Cedar River to the east city limits line; thence southerly and easterly along said city limits line to the centerline of Rainbow Drive; thence westerly along the centerline of Rainbow Drive to the centerline of Virgil Street; thence southerly along the centerline of Virgil Street to the centerline of Hawthorne Drive; thence westerly along the centerline of Hawthorne Drive to the centerline of Waterloo

Road; thence southeasterly along the centerline of Waterloo Road to the centerline of University Avenue; thence westerly along the centerline of University Avenue to the centerline of Grove Street; thence northerly along the centerline of Grove Street to the centerline of East Seerley Boulevard; thence westerly along the centerline of East Seerley Boulevard to the centerline of Highway 58; thence northeasterly along the centerline of Highway 58 to the point of beginning.

(4) Precinct 3 of the Fourth Ward. Precinct 3 of the Fourth Ward shall consist of all the area described as follows: Beginning at the intersection of Rainbow Drive and the east city limits line; thence westerly along the centerline of Rainbow Drive to the centerline of Virgil Street; thence southerly along the centerline of Virgil Street to the centerline of Hawthorne Drive; thence westerly along the centerline of Hawthorne Drive to the centerline of Waterloo Road; thence southeasterly along the centerline of Waterloo Road to the centerline of University Avenue; thence easterly along the centerline of University Avenue to the east city limits line; thence northerly along said city limits line to the centerline of Rainbow Drive and the point of beginning.

(f) *The Fifth Ward.* The Fifth Ward shall embrace all the territory within the city limits described as follows:

(1) Beginning at the intersection of University Avenue and the east city limits line; thence westerly along the centerline of University Avenue to the centerline of Boulder Drive; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Road; thence westerly along the centerline of Utah Road to the centerline of Dallas Drive; thence southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence westerly along the centerline of West Greenhill Road to the centerline of Highway 58; thence southerly along the centerline of Highway 58 to the south city limits line; thence easterly and northerly along said city limits line to the centerline of East Ridgeway Avenue; thence easterly along the centerline of East Ridgeway Avenue to the southeast city limits line; thence northerly and easterly along said city limits line to the centerline of University Avenue and the point of beginning.

(2) Precinct 1 of the Fifth Ward. Precinct 1 of the Fifth Ward shall consist of all the area described as follows: Beginning at the intersection of University Avenue and the east city limits line; thence westerly along the centerline of University Avenue to the centerline of Boulder Drive; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Road; thence westerly along the centerline of Utah Road to the centerline of Dallas Drive; thence southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Orchard Drive; thence easterly along the centerline of Orchard Drive to the centerline of Rownd Street; thence southerly along the

centerline of Rownd Street to the centerline of East Greenhill Road; thence easterly along the centerline of East Greenhill Road to the east city limits line; thence northerly along said city limits line to the centerline of University Avenue and the point of beginning.

(3) Precinct 2 of the Fifth Ward. Precinct 2 of the Fifth Ward shall consist of all the area described as follows: Beginning at the intersection of Orchard Drive and Rownd Street; thence westerly along the centerline of Orchard Drive to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence easterly along the centerline of East Greenhill Road to the centerline of Rownd Street; thence northerly along the centerline of Rownd Street to the point of beginning.

(4) Precinct 3 of the Fifth Ward. Precinct 3 of the Fifth Ward shall consist of all the area described as follows: Beginning at the intersection of West Greenhill Road and South Main Street; thence westerly along the centerline of West Greenhill Road to the centerline of Highway 58; thence southerly along the centerline of Highway 58 to the south city limits line; thence easterly and northerly along said city limits line to the centerline of East Ridgeway Avenue; thence easterly along the centerline of East Ridgeway Avenue to the southeast city limits line; thence northerly and easterly along said city limits line to the centerline of East Greenhill Road; thence westerly along the centerline of East Greenhill Road to the point of beginning.

INTRODUCED: \_\_\_\_\_ December 20, 2021 \_\_\_\_\_

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

**DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

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

**MEMORANDUM**

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Cory Hines, GIS Analyst  
**DATE:** December 13, 2021  
**SUBJECT:** Joint City & County Precinct

As a result of an annexation occurring after January 1, 2020 combined with stipulations in the Iowa Code the City of Cedar Falls and Black Hawk County must create a joint precinct. The City is not allowed to create a precinct that splits a census block. The territory already annexed remains in the corporate limits of Cedar Falls and the territory in the unincorporated area remains in Cedar Falls Township. Per the 2020 census this agreement impacts less than 10 people. This joint precinct will involve City Precinct Ward 2 Precinct 3 and County Precinct Cedar Falls Township. This agreement must be submitted to the state along with our new ward and precinct boundaries to the Iowa Secretary of State before the January 3, 2021 deadline.

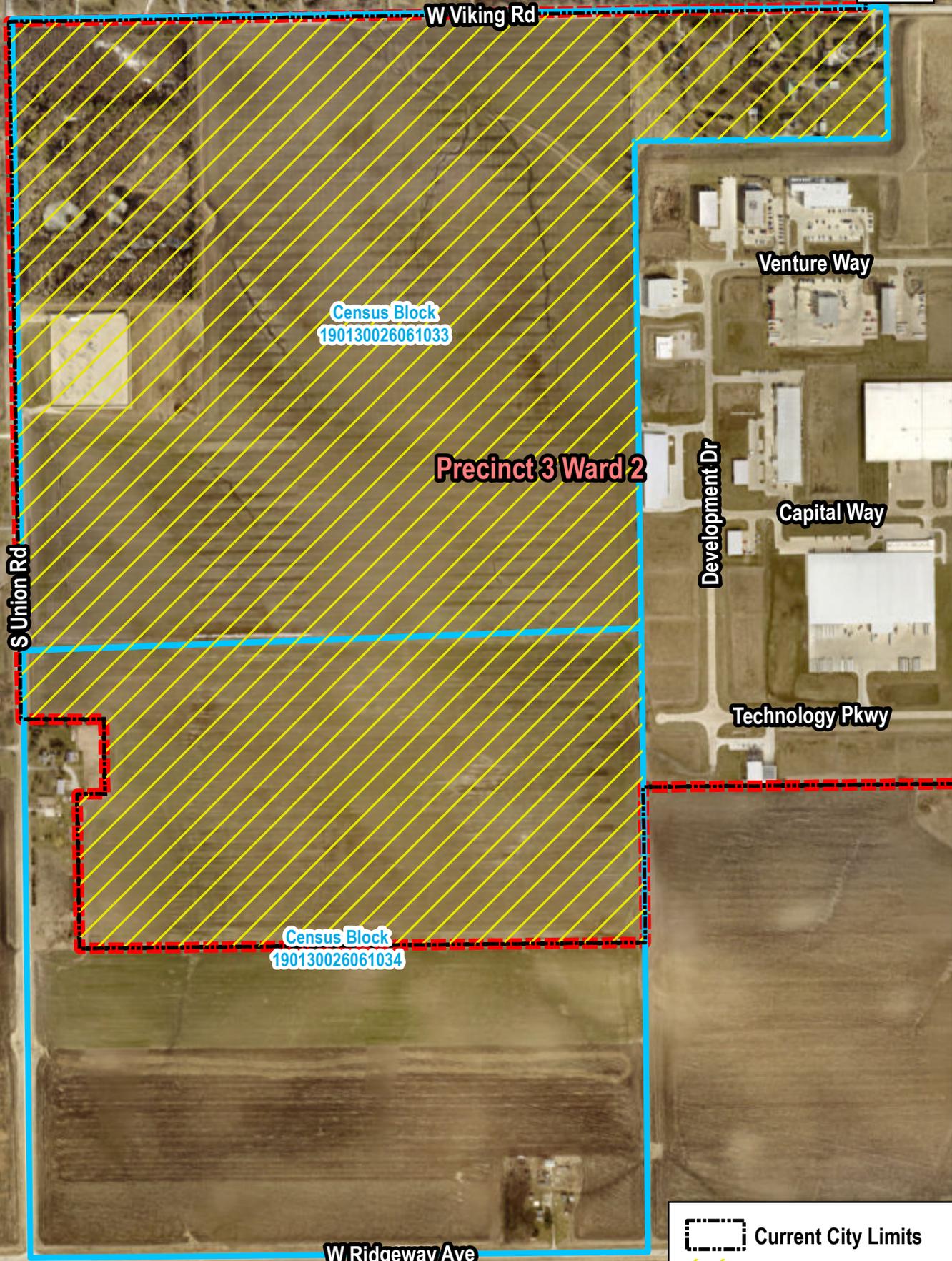
The agreement and a map marked Exhibit A are included for your reference.

If you have any questions regarding this project, please feel free to contact me.

xc: Ron Gaines, City Administrator  
xc: Jennifer Rodenbeck, Director of Finance & Business Operations  
xc: Kevin Rogers, City Attorney

Exhibit A

Item 3.



W Viking Rd

S Union Rd

Census Block  
190130026061033

Precinct 3 Ward 2

Venture Way

Development Dr

Capital Way

Technology Pkwy

Census Block  
190130026061034

W Ridgeway Ave

-  Current City Limits
-  2020 Annexation
-  2020 Census Blocks
-  Precinct Bound

Letter of Agreement

City of Cedar Falls and the Black Hawk County Board of Supervisors

Establishing a Joint Precinct of Selected Cedar Falls Precincts with Selected Township Precincts

Section 49.6 of the Iowa Code grants cities and counties the power to combine township and city precincts as long as the combined precinct does not have a population in excess of three thousand five hundred (3,500), as shown by the most recent federal decennial census, and the combined precinct is wholly within a legislative district (except when this would force the creation of a precinct with fewer than fifty (50) registered voters). Precincts are required to follow census block boundaries and must be composed of contiguous territory.

Joining Cedar Falls Township precinct with a contiguous Cedar Falls precinct allows township voters to vote at a nearby location. Township voters will vote on separate township ballots and are not eligible to vote in City of Cedar Falls municipal elections.

Therefore the City of Cedar Falls and Black Hawk County agree as follows:

1. That a portion of Cedar Falls Township Precinct shall be joined with Cedar Falls Ward 2 Precinct 3 to allow Township voters in each of the census blocks listed below to vote on a separate ballot and are not eligible to vote in City of Cedar Falls municipal elections.
2. Furthermore, the City of Cedar Falls has annexed portions of Cedar Falls Township since January 1, 2020, and therefore it is agreed that the census block identified as GEOID 190130026061033 included in the annexation recorded in the County Recorder’s office as file number 2020-00016587 is comprised of incorporated territory. The incorporated territory within the City of Cedar Falls contains 5 people. GEOID 190130026061033 will be part of Cedar Falls Ward 2 Precinct 3.
3. It is further agreed that the census block identified as GEOID 190130026061034 included in the annexation recorded in the County Recorder’s office as file number 2020-00016587 is comprised of incorporated and unincorporated territory. The unincorporated section of Cedar Falls Township contains 2 persons and the incorporated territory of City of Cedar Falls contains 0 persons. GEOID 190130026061034 will be part of precinct Cedar Falls Ward 2 Precinct 3 (includes Cedar Falls Township).

The City Council of Cedar Falls and the Black Hawk County Board of Supervisors agree to create the joint township and city precincts as described above.

\_\_\_\_\_  
Mayor, City of Cedar Falls

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ADMINISTRATION

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

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** November 3, 2021  
**SUBJECT:** The Vault, LLC - Partial Property Tax Exemption  
 6100 Production Drive in Cedar Falls Industrial Park

On December 16, 2019, City Council approved a Development Agreement with The Vault, LLC for a new 27,500 square foot storage and office facility located within the Cedar Falls Industrial Park. Work on the \$1,250,000 new building at 6100 Production Drive began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council in December of 2019, the City of Cedar Falls committed to the following actions:

1. Transfer of Lot 1 of West Viking Road Industrial Park Phase I to The Vault, LLC (Completed).
2. Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in December 2019. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$1,250,000 valuation of The Vault, LLC building, 10% commercial/industrial valuation rollback, and the FY22 tax rate of \$33.01/\$1,000 valuation (**\$37,132 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$27,849	\$9,283
Year 2	60%	\$22,279	\$14,853
Year 3	45%	\$16,709	\$20,422
Year 4	30%	\$11,139	\$25,992
Year 5	15%	<u>\$5,570</u>	<u>\$31,562</u>
		\$83,546	\$102,112

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

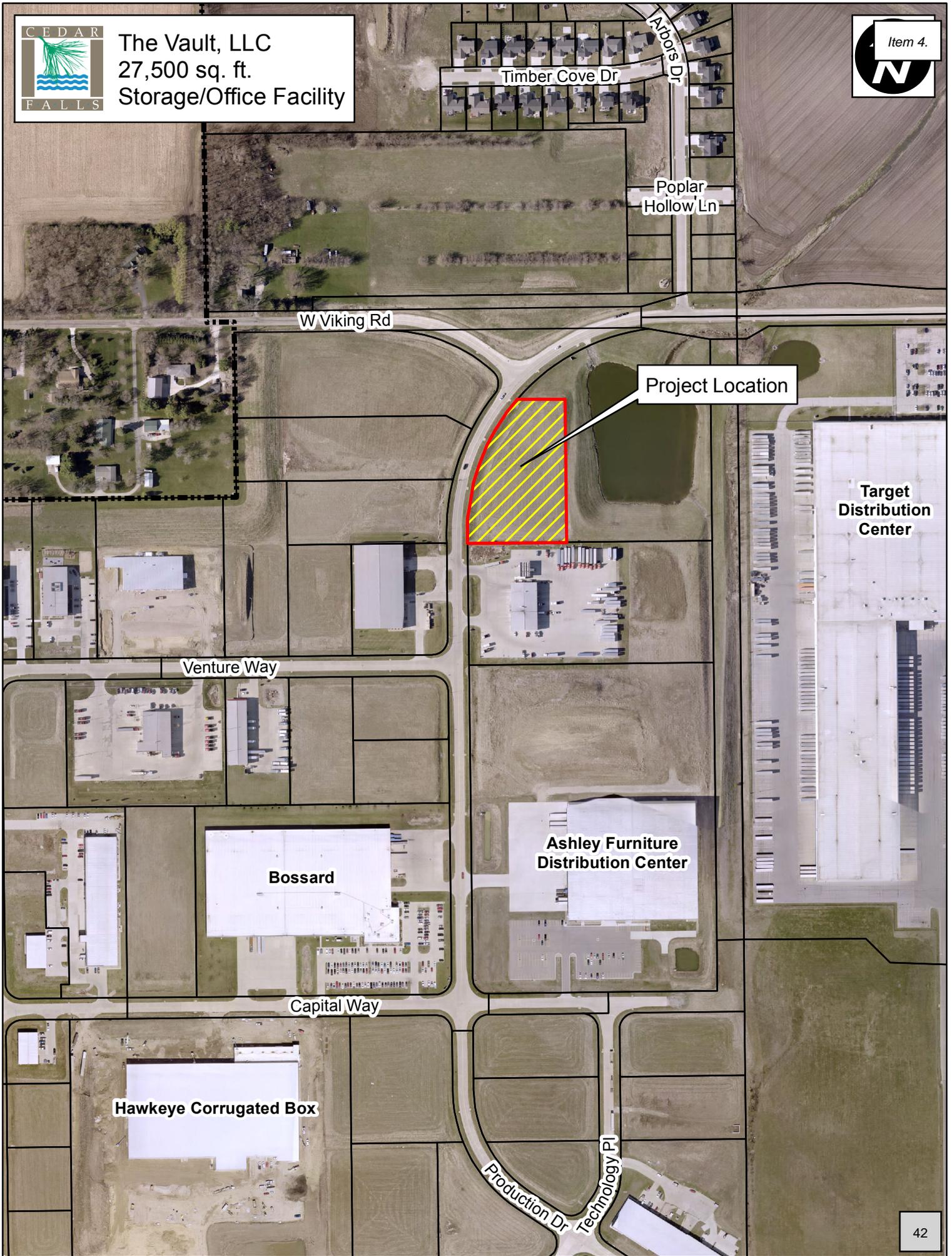
1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 27,500 square foot storage and office facility constructed on property owned by The Vault, LLC, located at 6100 Production Drive, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator  
Rob Schuerman, The Vault, LLC



The Vault, LLC  
27,500 sq. ft.  
Storage/Office Facility



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

### **ORDINANCE NO. 3000**

**AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 27,500 SQUARE FOOT INDUSTRIAL USE STORAGE/OFFICE FACILITY CONSTRUCTED ON PROPERTY OWNED BY THE VAULT, LLC, LOCATED AT 6100 PRODUCTION DRIVE, CEDAR FALLS, IOWA**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, The Vault, LLC, will complete and own an approximate 27,500 square foot industrial use storage/office facility by December 31, 2021, constructed on property owned by The Vault, LLC, located at 6100 Production Drive, Cedar Falls, Iowa, and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 15<sup>th</sup> day of November, 2021, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real estate by new construction of an approximate 27,500 square foot industrial use

storage/office facility to be constructed by The Vault, LLC, on property owned by The Vault, LLC, located at 6100 Production Drive, Cedar Falls, Iowa, legally described as:

**Lot 1, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less),**

by December 31, 2021, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: \_\_\_\_\_ November 15, 2021

1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ November 15, 2021

2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ December 6, 2021

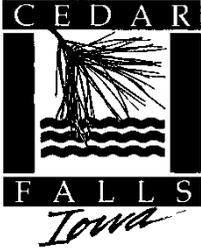
3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

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

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

ATTEST:

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



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

Item 5.

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

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** December 7, 2021  
**SUBJECT:** Sewer Rate Increases

On September 20<sup>th</sup> a presentation was made at the Committee of the Whole Meeting that outlined the use of ARPA funding, the nutrient reduction treatment facility upgrades, and the proposed sewer rate increase study. Staff outlined the proposed increase of 7% each year for the next 5 years and the impacts of those increases on the average home. The Council voted unanimously to direct staff to draft an ordinance to establish the sewer rate increases as presented. The attached ordinance implements the proposed rate increases.

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

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE REPEALING DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, OF CHAPTER 24, UTILITIES OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA AND ENACTING IN LIEU THEREOF A NEW DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, PROVIDING FOR AN INCREASE IN SEWER RENTAL FEE RATES, AND OTHER MISCELLANEOUS CHANGES.

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

Sec. 1. Division 1, Generally, of Article II, Sewers and Sewage Disposal, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 1, Generally, of Article II, Sewers and Sewage Disposal, providing for an increase in sewer rental fee rates, and other miscellaneous changes, is enacted in lieu therefore, as follows:

## **ARTICLE II. SEWERS AND SEWAGE DISPOSAL**

### **DIVISION 1. GENERALLY**

#### **Sec. 24-37. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Contributor* means any person responsible for the production of domestic, commercial or industrial waste which is directly or indirectly discharged into the city's sanitary sewer system.

*Sewage disposal plant* means any and all units of the municipal disposal plant owned and operated by the city, including any and all intercepting and outlet sewers delivering or discharging sewage to or from the plant.

*Sewer rental* means any and all rates, charges, fees or rentals levied against and payable by contributors.

*Water reclamation manager* means the person delegated with the responsibility of the management and operation of the sewage disposal plant subject to such rules and regulations as the council may from time to time by resolution prescribe.

(Ord. No. 2924, § 27-26, 6-4-2018)

#### **Sec. 24-38. Water reclamation division.**

The water reclamation division of the department of public works is hereby created. The water reclamation division shall be under the control of the water reclamation manager, who shall be appointed by and be directly responsible to the director of public works.

(Ord. No. 2924, § 27-27, 6-4-2018; Ord. No. 2943, § 6, 6-3-2019)

#### **Sec. 24-39. Supervision of sewage disposal plant.**

The water reclamation manager shall have complete charge of the operation of the sewage disposal plant. The water reclamation manager shall employ and have direct charge of all employees of the sewage disposal plant.

(Ord. No. 2924, § 27-28, 6-4-2018)

**Sec. 24-40. Sewage rental fund.**

All moneys received by the controller/city treasurer from any source on account of the sewage disposal plant shall be kept in a separate and distinct fund, to be known as the "Sewer Rental Fund," and shall be paid out by ~~the controller/city treasurer~~him.

(Ord. No. 2924, § 27-29, 6-4-2018)

**Sec. 24-41. General rental fees.**

(a) *Monthly rental fee: determination.*

- (1) Subject to the exceptions hereinafter provided, each metered dwelling which uses city water, shall pay to the city a monthly sewer rental fee, the same to be determined by the amount of city water used, as follows: For up to and including the first 200 cubic feet of water used, hereinafter referred to as the "base rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Base Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."
- (2) For water uses over 200 cubic feet, hereinafter referred to as the "incremental rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Incremental Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."

CITY OF CEDAR FALLS  
SEWER RENTAL FEE SCHEDULE

Date of Rate Change	Base Rate	Incremental Rate
<del>July 1, 2018</del>	<del>\$18.52 per 200 cubic feet of water used</del>	<del>\$3.32 per 100 cubic feet of water used</del>
<del>July 1, 2019</del>	<del>\$19.45 per 200 cubic feet of water used</del>	<del>\$3.49 per 100 cubic feet of water used</del>
<del>July 1, 2020</del>	<del>\$20.42 per 200 cubic feet of water used</del>	<del>\$3.66 per 100 cubic feet of water used</del>
July 1, 2021	\$21.44 per 200 cubic feet of water used	\$3.84 per 100 cubic feet of water used
<u>July 1, 2022</u>	<u>\$22.94 per 200 cubic feet of water used</u>	<u>\$4.11 per 100 cubic feet of water used</u>
<u>July 1, 2023</u>	<u>\$24.55 per 200 cubic feet of water used</u>	<u>\$4.40 per 100 cubic feet of water used</u>
<u>July 1, 2024</u>	<u>\$26.26 per 200 cubic feet of water used</u>	<u>\$4.70 per 100 cubic feet of water used</u>
<u>July 1, 2025</u>	<u>\$28.10 per 200 cubic feet of water used</u>	<u>\$5.03 per 100 cubic feet of water used</u>
<u>July 1, 2026</u>	<u>\$30.07 per 200 cubic feet of water used</u>	<u>\$5.39 per 100 cubic feet of water used</u>

- (b) *Maximum fees for residential use.* Residential sewer rental fees during the months of May through November shall not exceed the average amount charged for usage during the previous January through March period.
- (c) *Reduction for low-income households.* Each payer of the monthly sewer rental fee who meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of public works for, and be granted, a \$43.00 per month reduction in the monthly sewer rental fee for the first 200 cubic feet of water used.

- (d) *Users without city water service.* Each user of city sanitary sewer which does not have water provided and metered by the city utilities shall be charged a monthly sewer rental fee which is two times the base rate which is provided for in subsection (a) of this section. That user may, however, through certified metering of well water for residential use or provision of receipts from a recognized adjoining public water jurisdiction, provide to the director of community development documentation of actual water usage. If water usage can be verified, that user will be charged the monthly sewer rental fee as provided in subsections (a) and (b) of this section.
- (e) *Mobile home parks.* Mobile home parks utilizing a central water metering system shall be charged the same monthly sewer rental fees for each dwelling unit connected to the public sewage disposal system as are provided for in subsection (a) of this section.
- (f) *Determination of multiple dwelling rental fees.* Multiple dwellings using a single water meter shall pay at the same rates listed in subsection (a) of this section, with the usage for each individual dwelling unit determined by dividing the amount of water metered by the number of dwelling units, regardless of occupancy of said units. For example, a structure with twelve (12) individual dwelling units on one meter would be billed twelve (12) base rates that would include up to 24 CCF of water (allocating 2 CCF per dwelling unit). Any usage over 24 CCF of water would be divided by the number of dwelling units (12, in this case) and billed at the same incremental rates listed in subsection (a) of this section.
- (g) *Determination of commercial, industrial rental fees.* Commercial and industrial sewer rental fees shall be based on actual water usage, metered or unmetered, including water added to the sewage disposal system by the commercial or industrial users, at the same rates described in subsection (a) of this section. However, the director of community development may establish reduced sewer rental fees, to be reviewed on an annual basis, for commercial and industrial users which have unique discharges requiring very little actual treatment, such as the discharge of cooling water or boiler blowdown.
- (h) *Residential monthly fee for certain commercial, industrial users.* Commercial and industrial users that use higher volumes of water in the months May through November each year exclusively for purposes such as watering lawns, and can demonstrate to the director of public works that said water does not enter the sanitary sewer system may have their sewer bills adjusted such that sewer user fees billed for usage May through November each year will not exceed the average bills for usage in the months December through April each year.
- (i) *Industrial surcharge.* An industrial user, as defined in article II, division 2 of this chapter, shall be surcharged at the rate of \$0.10 for each pound of both biochemical oxygen demand and total suspended solids, as defined in article II, division 2 of this chapter, for all discharges to the sanitary sewer system which exceed a concentration of 300 milligrams per liter.
- (j) *Inclusion of state sales tax.* State sales tax is computed and included in the rates included in this section.
- (k) *Billing adjustments.* Billing adjustments may be made for any residential, commercial or industrial users that can demonstrate to the director of public works that water used does not enter the sanitary sewer system.
- (l) *Payment.* All fees required to be paid by this section shall be paid at the same time the payment for city water service is made or on the first day of the month for those users of sewer service who do not use city water service. All required payments are to be made at the office of the municipal utilities.
- (m) *Sanitary sewer surcharge for discharge of stormwater to city sanitary sewer system.* The owner of any property in the city who fails to comply with the provisions of section 7-201 or 7-202, relating to discharge of stormwater or groundwater into the city sanitary sewer system, shall be assessed a

surcharge fee, to be added to the property owner's city sewer bill, in the amount of \$100.00 per month, as provided in section 7-203.

(Ord. No. 2924, § 27-30, 6-4-2018; Ord. No. 2943, § 6, 6-3-2019)

### **Sec. 24-42. Failure to pay rental fees; authority to terminate service.**

- (a) Where a consumer is a contributor of city water, or is a user of city sanitary sewer service who does not use city water service, the sewer rentals, rates or charges shall be subject to the following rules of delinquency and suspension of service:
- (1) Whenever any of the rules and regulations of this article are violated, the sewer service shall be cut off and shall not be turned on again except by order of the council and water reclamation manager and upon payment of the expense of shutting it off and turning it on, and on such other terms as the council may determine upon and a satisfactory understanding with the account holder that no further complaint shall arise. Such sewer service shall not be discontinued unless prior written notice is sent to the account holder by ordinary mail, informing the account holder of the nature of the delinquency and affording the account holder the opportunity for a hearing prior to discontinuance of service. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord.
  - (2) In case of violation of this article, the council shall have the right to declare any payment made for the sewer service by the person committing such violation to be forfeited, and the service shall thereupon be forfeited.
- (b) Liens.
- (1) In addition to the rules of delinquency and suspension of service mentioned in subsection (a) of this section, the city shall have a lien upon the property served by such sanitary utility for all delinquent rate or rental payments
  - (2) A lien shall not be placed upon a mobile home, modular home, or manufactured home served by any of the services described in this article if the mobile home, modular home, or manufactured home is owned by a tenant of and is located in a mobile home park or manufactured home community and the mobile home park or manufactured home community owner or manager is the account holder, unless the lease agreement specifies that the tenant is responsible for payment of a portion of the rates or charges billed to the account holder.
  - (3) Notwithstanding subsection (b)(2) of this section, except for mobile home parks or manufactured home communities where the mobile home park or manufactured home community owner or manager is responsible for paying the rates or charges for services described in this article, a lien shall not be filed against the land if the premises receiving any of the services described in this article are located on leased land. If the premises are located on leased land, a lien may be filed against the premises only. For the purposes of this article, the term "premises" includes a mobile home, modular home, or manufactured home as defined in Iowa Code § 435.1.
  - (4) Prior to written notice of intent to certify, a lien shall be given to the account holder of the delinquent account at least 30 days prior to certification. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than 30 days prior to the certification of the lien to the county treasurer. After compliance with the foregoing provisions, the city clerk shall certify for taxation purposes and the establishing of the property lien to the county treasurer all delinquent rent, rate or rental payments, together with an administrative expense of \$5.00. The lien shall not be certified to the county treasurer for a delinquent charge of less than \$5.00. For the purpose of the certification and for no other purpose whatsoever, rent, rate or rental payments shall be

designated as delinquent when the payments are shown and appear on the books carrying rent, rate or rental payments to have been unpaid for a period of six months following their due date.

- (c) Where the contributor is an operator of a private water supply, failure to pay rentals shall be subject to similar rules as to delinquency and suspension of service, property lien, certification of delinquency and definition of delinquency as set out in this section.

(Ord. No. 2924, § 27-31, 6-4-2018)

**Secs. 24-43—24-72. Reserved.**

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

|

**ORDINANCE NO. 3001**

**AN ORDINANCE REPEALING DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, OF CHAPTER 24, UTILITIES OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA AND ENACTING IN LIEU THEREOF A NEW DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, PROVIDING FOR AN INCREASE IN SEWER RENTAL FEE RATES, AND OTHER MISCELLANEOUS CHANGES.**

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

*Section 1.* Division 1, Generally, of Article II, Sewers and Sewage Disposal, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 1, Generally, of Article II, Sewers and Sewage Disposal, providing for an increase in sewer rental fee rates, and other miscellaneous changes, is enacted in lieu therefore, as follows:

**ARTICLE II. SEWERS AND SEWAGE DISPOSAL**

*DIVISION 1. GENERALLY*

**Sec. 24-37. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Contributor* means any person responsible for the production of domestic, commercial or industrial waste which is directly or indirectly discharged into the city's sanitary sewer system.

*Sewage disposal plant* means any and all units of the municipal disposal plant owned and operated by the city, including any and all intercepting and outlet sewers delivering or discharging sewage to or from the plant.

*Sewer rental* means any and all rates, charges, fees or rentals levied against and payable by contributors.

*Water reclamation manager* means the person delegated with the responsibility of the management and operation of the sewage disposal plant subject to such rules and regulations as the council may from time to time by resolution prescribe.

**Sec. 24-38. Water reclamation division.**

The water reclamation division of the department of public works is hereby created. The water reclamation division shall be under the control of the water reclamation manager, who shall be appointed by and be directly responsible to the director of public works.

**Sec. 24-39. Supervision of sewage disposal plant.**

The water reclamation manager shall have complete charge of the operation of the sewage disposal plant. The water reclamation manager shall employ and have direct charge of all employees of the sewage disposal plant.

**Sec. 24-40. Sewage rental fund.**

All moneys received by the controller/city treasurer from any source on account of the sewage disposal plant shall be kept in a separate and distinct fund, to be known as the "Sewer Rental Fund," and shall be paid out by the controller/city treasurer.

**Sec. 24-41. General rental fees.**

(a) *Monthly rental fee: determination.*

- (1) Subject to the exceptions hereinafter provided, each metered dwelling which uses city water, shall pay to the city a monthly sewer rental fee, the same to be determined by the amount of city water used, as follows: For up to and including the first 200 cubic feet of water used, hereinafter referred to as the "base rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Base Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."
- (2) For water uses over 200 cubic feet, hereinafter referred to as the "incremental rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Incremental Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."

CITY OF CEDAR FALLS  
SEWER RENTAL FEE SCHEDULE

Date of Rate Change	Base Rate	Incremental Rate
July 1, 2021	\$21.44 per 200 cubic feet of water used	\$3.84 per 100 cubic feet of water used
July 1, 2022	\$22.94 per 200 cubic feet of water used	\$4.11 per 100 cubic feet of water used
July 1, 2023	\$24.55 per 200 cubic feet of water used	\$4.40 per 100 cubic feet of water used
July 1, 2024	\$26.26 per 200 cubic feet of water used	\$4.70 per 100 cubic feet of water used
July 1, 2025	\$28.10 per 200 cubic feet of water used	\$5.03 per 100 cubic feet of water used
July 1, 2026	\$30.07 per 200 cubic feet of water used	\$5.39 per 100 cubic feet of water used

- (b) *Maximum fees for residential use.* Residential sewer rental fees during the months of May through November shall not exceed the average amount charged for usage during the previous January through March period.
- (c) *Reduction for low-income households.* Each payer of the monthly sewer rental fee who meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of public works for, and be granted, a \$4.00 per month reduction in the monthly sewer rental fee for the first 200 cubic feet of water used.
- (d) *Users without city water service.* Each user of city sanitary sewer which does not have water provided and metered by the city utilities shall be charged a monthly sewer rental fee which is two times the base rate which is provided for in subsection (a) of this section. That user may, however, through certified metering of well water for residential use or provision of receipts from a recognized adjoining public water jurisdiction, provide to the director of community development documentation of actual water usage. If water usage can be

verified, that user will be charged the monthly sewer rental fee as provided in subsections (a) and (b) of this section.

- (e) *Mobile home parks.* Mobile home parks utilizing a central water metering system shall be charged the same monthly sewer rental fees for each dwelling unit connected to the public sewage disposal system as are provided for in subsection (a) of this section.
- (f) *Determination of multiple dwelling rental fees.* Multiple dwellings using a single water meter shall pay at the same rates listed in subsection (a) of this section, with the usage for each individual dwelling unit determined by dividing the amount of water metered by the number of dwelling units, regardless of occupancy of said units. For example, a structure with twelve (12) individual dwelling units on one meter would be billed twelve (12) base rates that would include up to 24 CCF of water (allocating 2 CCF per dwelling unit). Any usage over 24 CCF of water would be divided by the number of dwelling units (12, in this case) and billed at the same incremental rates listed in subsection (a) of this section.
- (g) *Determination of commercial, industrial rental fees.* Commercial and industrial sewer rental fees shall be based on actual water usage, metered or unmetered, including water added to the sewage disposal system by the commercial or industrial users, at the same rates described in subsection (a) of this section. However, the director of community development may establish reduced sewer rental fees, to be reviewed on an annual basis, for commercial and industrial users which have unique discharges requiring very little actual treatment, such as the discharge of cooling water or boiler blowdown.
- (h) *Residential monthly fee for certain commercial, industrial users.* Commercial and industrial users that use higher volumes of water in the months May through November each year exclusively for purposes such as watering lawns, and can demonstrate to the director of public works that said water does not enter the sanitary sewer system may have their sewer bills adjusted such that sewer user fees billed for usage May through November each year will not exceed the average bills for usage in the months December through April each year.
- (i) *Industrial surcharge.* An industrial user, as defined in article II, division 2 of this chapter, shall be surcharged at the rate of \$0.10 for each pound of both biochemical oxygen demand and total suspended solids, as defined in article II, division 2 of this chapter, for all discharges to the sanitary sewer system which exceed a concentration of 300 milligrams per liter.
- (j) *Inclusion of state sales tax.* State sales tax is computed and included in the rates included in this section.
- (k) *Billing adjustments.* Billing adjustments may be made for any residential, commercial or industrial users that can demonstrate to the director of public works that water used does not enter the sanitary sewer system.
- (l) *Payment.* All fees required to be paid by this section shall be paid at the same time the payment for city water service is made or on the first day of the month for those users of sewer service who do not use city water service. All required payments are to be made at the office of the municipal utilities.
- (m) *Sanitary sewer surcharge for discharge of stormwater to city sanitary sewer system.* The owner of any property in the city who fails to comply with the provisions of section 7-201 or 7-202, relating to discharge of stormwater or groundwater into the city sanitary sewer system, shall be assessed a surcharge fee, to be added to the property owner's city sewer bill, in the amount of \$100.00 per month, as provided in section 7-203.

**Sec. 24-42. Failure to pay rental fees; authority to terminate service.**

- (a) Where a consumer is a contributor of city water, or is a user of city sanitary sewer service who does not use city water service, the sewer rentals, rates or charges shall be subject to the following rules of delinquency and suspension of service:
- (1) Whenever any of the rules and regulations of this article are violated, the sewer service shall be cut off and shall not be turned on again except by order of the council and water reclamation manager and upon payment of the expense of shutting it off and turning it on, and on such other terms as the council may determine upon and a satisfactory understanding with the account holder that no further complaint shall arise. Such sewer service shall not be discontinued unless prior written notice is sent to the account holder by ordinary mail, informing the account holder of the nature of the delinquency and affording the account holder the opportunity for a hearing prior to discontinuance of service. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord.
  - (2) In case of violation of this article, the council shall have the right to declare any payment made for the sewer service by the person committing such violation to be forfeited, and the service shall thereupon be forfeited.
- (b) Liens.
- (1) In addition to the rules of delinquency and suspension of service mentioned in subsection (a) of this section, the city shall have a lien upon the property served by such sanitary utility for all delinquent rate or rental payments
  - (2) A lien shall not be placed upon a mobile home, modular home, or manufactured home served by any of the services described in this article if the mobile home, modular home, or manufactured home is owned by a tenant of and is located in a mobile home park or manufactured home community and the mobile home park or manufactured home community owner or manager is the account holder, unless the lease agreement specifies that the tenant is responsible for payment of a portion of the rates or charges billed to the account holder.
  - (3) Notwithstanding subsection (b)(2) of this section, except for mobile home parks or manufactured home communities where the mobile home park or manufactured home community owner or manager is responsible for paying the rates or charges for services described in this article, a lien shall not be filed against the land if the premises receiving any of the services described in this article are located on leased land. If the premises are located on leased land, a lien may be filed against the premises only. For the purposes of this article, the term "premises" includes a mobile home, modular home, or manufactured home as defined in Iowa Code § 435.1.
  - (4) Prior to written notice of intent to certify, a lien shall be given to the account holder of the delinquent account at least 30 days prior to certification. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than 30 days prior to the certification of the lien to the county treasurer. After compliance with the foregoing provisions, the city clerk shall certify for taxation purposes and the establishing of the property lien to the county treasurer all delinquent rent, rate or rental payments, together with an administrative expense of \$5.00. The lien shall not be certified to the county treasurer for a delinquent charge of less than \$5.00. For the purpose of the

certification and for no other purpose whatsoever, rent, rate or rental payments shall be designated as delinquent when the payments are shown and appear on the books carrying rent, rate or rental payments to have been unpaid for a period of six months following their due date.

- (c) Where the contributor is an operator of a private water supply, failure to pay rentals shall be subject to similar rules as to delinquency and suspension of service, property lien, certification of delinquency and definition of delinquency as set out in this section.

**Secs. 24-43—24-72. Reserved.**

INTRODUCED: \_\_\_\_\_ November 15, 2021

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ November 15, 2021

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ December 6, 2021

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

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

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

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, 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 *SG*  
**DATE:** November 3, 2021  
**SUBJECT:** Renewal of the Downtown Self-Supported Municipal Improvement District (SSMID)

**REQUEST:** Renewal of the Downtown Self-Supported Municipal Improvement District (SSMID) for a new 5-Year Term (July 1, 2022 – June 30, 2027)

**PETITIONER:** Community Main Street (Lead Agency)

**LOCATION:** Downtown Cedar Falls

### **Evaluative Report for the Cedar Falls City Council on the Merit and Feasibility of Renewing the Downtown Self-Supported Municipal Improvement District**

#### PROPOSAL

In accordance with Iowa Code Chapter 386, Community Main Street has submitted a petition to the City of Cedar Falls for the renewal of the Downtown Self-Supported Municipal Improvement District (SSMID). The purpose for the creation of the Downtown SSMID is to provide funding to pay the ongoing administrative and support costs for the services and functioning of Community Main Street, which develops and encourages retail businesses by way of promotion and support for existing businesses, area improvements, and for healthy growth and development consistent with the long term goals for the Downtown business district.

Attached is the memo and petition submitted by Community Main Street. The requirement for approval of a SSMID is support by petition from a minimum of 25% of the unique property owners representing 25% of the total valuation of the District. Community Main Street submitted signatures from 47% of the total number of unique property owners, which represent 61% of the total valuation within the area covered by the SSMID, so their petition meets the threshold for renewal of the SSMID.

The self-imposed tax upon property within the SSMID area will be set at \$3.89 per \$1,000 of net taxable valuation for fiscal year 2023, with a maximum allowable levy rate

of \$5.83. All tax revenue collected from properties subject to the additional tax will be deposited into the Downtown Self-Supported Municipal Improvement District Fund for the operational purposes of Community Main Street as stated above. It should be noted that residential property within the District is not subject to the additional tax.

## BACKGROUND AND ANALYSIS

This memorandum serves as the *Evaluative Report for City Council the Merit and Feasibility of the Downtown Self-Supported Municipal Improvement District*. The following attachments are supporting documentation used in the development of this Evaluative Report:

- A letter from Community Main Street requesting renewal of the SSMID with a summary of the necessary signatures of support received to meet the State requirements for renewal of the SSMID;
- A spreadsheet that includes all commercial property owners that are located within the boundaries of the SSMID and subject to the additional tax. Those deedholders highlighted in the spreadsheet are those who have signed the petition of support. The spreadsheet indicates both the percentage of unique property owners who have signed the petition and the percentage of valuation those properties represent within the SSMID;
- Copies of the signed petitions;
- Map illustrating the location and boundaries of the SSMID.

## PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission reviewed this request at their October 27, 2021 meeting, and approved and endorsed the Evaluative Report on the Merit and Feasibility of the Renewal of the Downtown Self-Supported Municipal Improvement District, and recommends that the City Council proceeds to set a public hearing for consideration of the same.

## PLANNING & ZONING COMMISSION ACTIONS

10/27/21 Meeting - Chair Leeper introduced the item and Ms. Howard provided background information. She discussed the minimum requirements for the five-year renewal and stated that staff recommends approval, and for the Commission to make a recommendation to City Council.

Mr. Schrad made a motion to approve staff recommendations. Ms. Lynch seconded the motion. The motion was approved unanimously with 6 ayes (Holst, Larson, Leeper, Lynch, Saul and Schrad), and 0 nays.



310 East 4th Street  
Cedar Falls, IA 50613

Phone: 319-277-0213  
www.communitymainstreet.org

October 1, 2021

Ms. Jacque Danielsen  
City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

**2021-2022  
Board of Directors:**

Lexie Heath - President  
Darin Beck  
Natalie Brown  
Ann Eastman  
Crystal Ford  
Brent Johnson  
Audrey Kittrell  
Jenny Leeper  
Helen Pearce  
Clark Rickard  
Mark Showalter  
Brad Strouse

Ex-officio  
Wynette Froehner  
Stephanie Houk-Sheetz

Re: Downtown Cedar Falls Self-Supported Municipal Improvement District

Dear Ms. Danielsen:

Enclosed, please find information pertaining to the creation of the Self-Supported Municipal Improvement District (SSMID) in the downtown area. The downtown SSMID was originally established in 1987 and its purpose is to provide funding for the continuation of the Community Main Street, Inc. (CMS). The proposed district is to be established for the period commencing July 1, 2022, and ending June 30, 2027. The provisions for enabling the enactment of the SSMID are addressed in the Code of Iowa, Chapter 386. Specifics are outlined as follows.

The CMS Board of Directors has collected property owners' signatures on the SSMID petition. Renewal requires supporting documents and signed petitions representing at least 25% of the taxable valuation and 25% of the downtown property owners. Included in this packet are signed petition forms representing 61% of the taxable valuation and 47% of the downtown property owners, exceeding the minimum requirements for renewal.

CMS would propose that these petitions and other documentation be submitted to the Planning and Zoning Commission for consideration and recommendation at their October 27, 2021, meeting. Based on the recommendation from the Planning and Zoning, the request would then follow the standard procedure of conducting a Public Hearing and adopting an Ordinance to establish said district. An updated copy of the 2016 ordinance is included with this letter.

The provisions of the Ordinance do comply with the necessary guidelines or establishing a district as addressed in Chapter 386 of the Code, herein referred to as the Act.



### 386.3 Establishment

- 1a. Be comprised of contiguous property wholly within the boundaries of the City. The area designed is contiguous and is defined on the attached map and legally described to include said property.
- b. Be given a descriptive name. The name of the district shall be "Downtown Cedar Falls Self-Supported Municipal Improvement District."
- c. Be comprised of property related in some manner. The property described is physically located in the downtown district and participates in the Community Main Street, Inc. program to enable downtown revitalization. Zoning is currently C-1, C-2 and C-3, appropriate for said District.

2a. The signatures of at least 25% of all owners of property within the proposed district. These signatures must together represent ownership of property with an assessed value of 25% or more of the assessed value of all of the property in the proposed district.

Sections 2b, c, d, e, and f of 386.3 are included in the ordinance that is included with this letter.

Please feel free to contact me at 319-277-0213 if you have any questions. Thank you.

Kind regards,



Kim Bear  
Executive Director  
Community Main Street

Deed Holder	Property Address	Taxable Value
305 MAIN STREET LLC	305 MAIN ST	229,992
323 PROPERTIES LLC	517 WASHINGTON ST	340,398
ADW LLC	102 MAIN ST	175,001
ARABELLA LLC	102 CLAY ST	1,615,653
ARABELLA LLC	200 W 1ST ST	1,975,566
ARABELLA LLC		102,636
AVAN PROPERTIES LLC	108 MAIN ST	147,821
B J S HOLDINGS LLC	311 MAIN ST	294,741
BLACK HAWK HOTEL MOTOR LODGE LLC	122 WASHINGTON ST	340,911
BLACKHAWK HOTEL LLC		53,541
BT HOLDINGS LLC	122 MAIN ST	310,968
CEDAR FALLS COMMUNITY CR UNION	123 W 4TH ST	1,048,806
COMMUNITY NATIONAL BANK	312 W 1ST ST	658,890
D SQUARED II LLC	109 E 4TH ST	108,387
D SQUARED II LLC	402 MAIN ST	459,387
D SQUARED II LLC	406 MAIN ST	227,423
DOLLYS RENTALS LLC	604 CLAY ST	1,325,826
EQUITY REAL ESTATES INVESTMENTS	111 MAIN ST	227,157
FARMERS STATE BANK	515 MAIN ST	2,537,982
FARRIS, DAVID	116 MAIN ST	201,978
FARRIS, DAVID	118 MAIN ST	228,426
FARRIS, DAVID A	209 STATE ST	294,975
FENCL, DANIEL D TRUST	422 MAIN ST	456,111
FENCL, DANIEL D TRUST		163,152
FIRST NATIONAL BANK OF CF	602 MAIN ST	1,842,795
FIRST NATIONAL BANK OF CF		112,518
FIRST NATIONAL BANK OF CF		90,414
FIRST NATIONAL BANK OF CF		45,486
FRANKLIN STREET PROPERTY L C	415 CLAY ST	715,113
FRANKLIN STREET PROPERTY L C		41,463
FRANKLIN STREET PROPERTY L C		31,752
FRANKLIN STREET PROPERTY L C		6,057
GREAT WESTERN BANK	205 W 2ND ST	904,590
HI YIELD LLC	123 W 7TH ST	509,481
HI YIELD LLC		50,742
HI YIELD LLC		31,851
IEHL, CALVIN R		874,917
JJ LAND L C	110 E 3RD ST	199,089
JJ LAND L C	222 MAIN ST	265,113
JJ LAND L C	224 MAIN ST	212,742
K GROUP L C	226 MAIN ST	232,902
KEL MAR LC	600 STATE ST	380,781
KEL MAR LC	521 CLAY ST	104,160
KNUTSON, AARON M	622 MAIN ST	294,705
LINDERBAUM REAL ESTATE LLC	115 E 2ND ST	295,749
MAIN STREET HOTELS LC	115 MAIN ST	1,027,413
MAIN STREET HOTELS LC	119 MAIN ST	305,757

MARSH, JEFFREY J	412 MAIN ST	167,148
NAB INVESTMENTS LLC	315 MAIN ST	622,883
NAB INVESTMENTS LLC	317 MAIN ST	257,345
NELSON FUNERAL HOME INC	613 MAIN ST	417,632
OVERMAN NORTH PARTNERS LC	323 W 2ND ST	132,966
PANTHER BUILDERS LLC	616 CLAY ST	498,942
PARK PLACE PROPERTIES	324 W 3RD ST	131,697
PC REAL ESTATE LLC	310 MAIN ST	230,760
PC REAL ESTATE LLC	312 MAIN ST	298,134
PC REAL ESTATE LLC	316 MAIN ST	495,864
PRESTIGE WW LLC	205 MAIN ST	443,547
RICHARDSON FUNERAL HOME INC	616 WASHINGTON ST	49,684
RICHARDSON FUNERAL HOME INC		48,456
RIVER PLACE PROPERTIES II LC	123 E 3RD ST	62,982
RIVER PLACE PROPERTIES II LC	302 MAIN ST	184,338
RIVER PLACE PROPERTIES LC		149,454
SC AND B PROPERTIES LLC	318 MAIN ST	284,691
SHIMEK, ANDREW	109 MAIN ST	119,511
SHIMEK, ANDREW D	104 MAIN ST	230,735
SHIMEK, ROBERTA M	107 MAIN ST	239,083
SIMPLE AS 128 LLC	128 MAIN ST	320,225
SRE HOLDINGS LLC		57,033
SRE HOLDINGS LLC	201 WASHINGTON ST	587,376
SRE HOLDINGS LLC	403 WASHINGTON ST	195,651
STATE STREET MIXED USE II LC	100 E 2ND ST	5,915,120
STATE STREET MIXED USE LC	200 STATE ST	5,558,276
STATE STREET RESIDENCES LC		417,915
STONE AND TERRACE LLC	108 E 4TH ST	250,110
STONE AND TERRACE LLC		87,471
VIKING PUMP INC	222 E 7TH ST	220,230
VIKING PUMP INC	406 STATE ST	1,094,040
VIKING PUMP INC		48,303
VIKING PUMP INC		540

Petition for Renewal of the  
5th Suggested Municipal Improvement District (SMID)  
2022

Use the designated address regarding the 5th Suggested Municipal Improvement District (SMID) for the  
Cedar Falls, Iowa, located within the area shown on the attached map, effective August 1, 2022, and  
ending June 30, 2027. The district will be used to fund the following items: 1. Police; 2. Fire; 3. Public Works;  
4. Street Maintenance; 5. Parks and Recreation; 6. Public Safety; 7. Public Health; 8. Public Utilities;  
9. Public Administration; 10. Public Safety; 11. Public Health; 12. Public Utilities; 13. Public Administration;  
through Cedar Falls, Iowa. The petition shall be submitted to the City Clerk of the City of Cedar Falls,  
Iowa, requesting that the City Act be notified.

NAME	ADDRESS	PHONE
<i>[Signature]</i>	<i>322 East 10th St</i>	<i>319-468-5103</i>
	<i>Cedar Falls, IA</i>	
1		
2		
3		
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the Cedar Falls Downtown District. Said renewal will be established for the period commencing July 1, 2022 and ending June 30, 2027. Said district will be taxed at a rate not to exceed 5.80 per \$1,000 of taxable valuation of the real property included. Revenues generated from the district shall be used to fund downtown revitalization through Community Main Street, Inc. This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa requesting that the district be continued.

	NAME	ADDRESS	PHONE
1.	<i>Roberta Schuck</i>	<i>107 main/1504 Howard</i>	<i>233 6813</i>
2.			
3.			
4.			
5.			
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the Cedar Falls Downtown District. Said renewal will be established for the period commencing July 1, 2022 and ending June 30, 2027. Said district will be taxed at a rate not to exceed 5.80 per \$1,000 of taxable valuation of the real property included. Revenues generated from the district shall be used to fund downtown revitalization through Community Main Street, Inc. This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa requesting that the district be continued.

	NAME	ADDRESS	PHONE
1.	Brian Wiegert (SRE HOLDINGS)	408 Washington	319 404 4884
2.	" " "	(Stone & Terrace) 108 E 4th	" " "
3.	" " "	201 Washington	" " "
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

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	NAME	ADDRESS	PHONE
1.	 Brad Leeper	205 Main St., CF	319-239-5496
2.	 Jenny Leeper	205 main St., CF	319-239-7176
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

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	NAME	ADDRESS	PHONE
1.	Farmers State Bank	515 main st	319 874 4345
2.		Cedar Falls	
3.	Natalie Brown	315 Main St, CF	319 240 0232
4.	Natalie Brown	317 Main St, CF	319 240 0232
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

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	NAME	ADDRESS	PHONE
1.	Viking Pump, Inc -	222 E 7th St. 406 State St., Cedar Falls, IA 50613	319-273-8166
2.	(Connie Guhring on behalf of Josh Stiever)		
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

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	NAME	ADDRESS	PHONE
1.	Cedar Falls Community Cn. by Helen. Pano, CEO	133 W 4 <sup>th</sup> St	319-266-7531
2.	Dawn Wilson	102 Main Street Cedar Falls, IA	319-404-5468
3.	Julie Shumek	104 Main St Cedar Falls	319-230-9775
4.	Julie Shumek	109 Main St Cedar Falls	319-230-9775
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

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	NAME	ADDRESS	PHONE
1.	<i>Amalamban</i>	<i>222, 224 Main St 110 E 3rd</i>	<i>3194043330</i>
2.	<i>Kate Dunning</i>	<i>517 Washington St, CF</i>	<i>319.290.1198</i>
3.	<i>Debra Kroll</i>	<i>108 Main St. CF</i>	<i>319 240-3962</i>
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
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	NAME	ADDRESS	PHONE
1.	Brent Johnson	122/124 Main	515-290-1008
2.	Brent Dahlstrom	604 Clay St	319-505-3609
3.		200 W. 15th St	
4.		102 Clay St	
5.		123 W. 7th St	
6.		616 Clay St	
7.		406 Main St	
8.		109 E. 4th St	
9.		402 Main St	
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
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	NAME	ADDRESS	PHONE
1.	<i>Raymond Loring</i>	<i>205 W. 2nd St. CF</i>	<i>319-429-4796</i>
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	NAME	ADDRESS	PHONE
1		Thomas R. Penaluna	111 Main Street, Cedar Falls, Iowa 50613 319-833-1234
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
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	NAME	ADDRESS	PHONE
1.	Redfern Law Firm / Franklin Street Property LLC	415 Clay St.	277-6830
2.	First Bank by [Signature]	602 Main St	247-7928
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4.	[Signature]	622 Main Street	266-1838
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1 .	Jessica & Jeff Marsh	408-412 Main Street	319-269-8309
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	NAME	ADDRESS	PHONE
1.	Jay Knapik/Gary Kelley	226 <sup>Thurs north Drive</sup> MAIN ST, CF.	319-404-4210
2.	Wendy Wagner (ex. spouse)	28 <sup>Drummet - bradshaw/way</sup> MAIN ST, CF.	319-404-8550
3.	Brian Bammul	318 <sup>Penny Leates</sup> MAIN ST, CF.	319-266-2604
4.	John Peterson	311 <sup>ICM Financial</sup> MAIN ST, CF.	319-290-2212
5.	Jim Enslin	422 <sup>Rechtford Court/Almond</sup> MAIN ST	319-230-7112
6.	Mike Silantzi	613-616 <sup>Rechtford Court/Almond</sup> MAIN ST, CF.	319-266-3525
	<del>James Allen, 201 Main St</del>	<del>319-266-0828</del>	
	<del>James Strub, 401 Main St</del>	<del>319-504-1016</del>	
9.	Thomas Kelly	600 State 521 <sup>Clay</sup> CLAY	319-277-9355
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	NAME	ADDRESS	PHONE
1.		100 E. 2nd	319-277-0007
2.	Fred Newberry	200 5th	
3.	"	250 5th	
4.	"	300 5th	
5.	"	302 Main	
6.	"	123 W. 3rd	
7.	"	115-119 Main	
8.	"	112 Washington	
9.	"	313 W. 2nd	
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1.	 PC Real Estate, LLC	310 Main Street	
2.	 PC Real Estate, LLC	312 Main Street	
3.	 PC Real Estate, LLC	314-316 Main Street	
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1 .	Ann Eastman	827 Westwood Drive CF	319-269-7766
2 .		365 main Street	
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1.	Mimi A Rice	116 & 118 Main St	(319) 961-0856
2.	DAVID FARRIS	209 STATE ST	319 961-8078
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## FOR REESTABLISHMENT OF CEDAR FALLS DOWNTOWN SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT (SSMID) 2022

Parcel Number	Primary Owner	Situs	Assessed Value	Name	Attention	Address	City	State	Zip
891412188004	305 MAIN STREET LLC	305 MAIN ST	113,576	305 MAIN STREET LLC		827 WESTWOOD DR	CEDAR FALLS	IA	50613
891412188004	305 MAIN STREET LLC	305 MAIN ST	170,364	305 MAIN STREET LLC		827 WESTWOOD DR	CEDAR FALLS	IA	50613
891412188006	309 MAIN LLC	309 MAIN ST	106,820	309 MAIN LLC		309 MAIN ST	CEDAR FALLS	IA	50613
891412188006	309 MAIN LLC	309 MAIN ST	198,380	309 MAIN LLC		309 MAIN ST	CEDAR FALLS	IA	50613
891412333005	323 PROPERTIES LLC	517 WASHINGTON ST	378,220	323 PROPERTIES LLC		1628 W 6TH ST	STORM LAKE	IA	50588
891412251003	ADW LLC	102 MAIN ST	65,341	ADW LLC		3620 ROWND ST	CEDAR FALLS	IA	50613
891412251003	ADW LLC	102 MAIN ST	145,439	ADW LLC		3620 ROWND ST	CEDAR FALLS	IA	50613
891412188003	AKER, BARBARA DAVIS	303 MAIN ST	203,729	AKER, BARBARA DAVIS		2350 EWING ST	LOS ANGELES	CA	90039
891412188003	AKER, BARBARA DAVIS	303 MAIN ST	259,291	AKER, BARBARA DAVIS		2350 EWING ST	LOS ANGELES	CA	90039
891412406010	ALLTELL	504 BLUFF ST	118,580	DUFF AND PHELPS LLC		PO BOX 2549	ADDISON	TX	75001
891412179001	ARABELLA LLC	102 CLAY ST	2,393,560	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412179011	ARABELLA LLC	200 W 1ST ST	893,802	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412179011	ARABELLA LLC	200 W 1ST ST	1,735,028	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412179014	ARABELLA LLC		114,040	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412252020	AREA ELECTRIC INC	204 MAIN ST	19,088	AREA ELECTRIC INC		510 STATE ST	CEDAR FALLS	IA	50613
891412252020	AREA ELECTRIC INC	204 MAIN ST	253,602	AREA ELECTRIC INC		510 STATE ST	CEDAR FALLS	IA	50613
891412405003	AREA ELECTRIC INC	510 STATE ST	335,470	AREA ELECTRIC INC		510 STATE ST	CEDAR FALLS	IA	50613
891412251006	AVAN PROPERTIES LLC	108 MAIN ST	70,976	AVAN PROPERTIES LLC		1746 DAKOTA DR	WATERLOO	IA	50701
891412251006	AVAN PROPERTIES LLC	108 MAIN ST	111,014	AVAN PROPERTIES LLC		1746 DAKOTA DR	WATERLOO	IA	50701
891412188007	B J S HOLDINGS LLC	311 MAIN ST	327,490	PETERSEN, BRUCE		311 MAIN ST	CEDAR FALLS	IA	50613
891412329001	BATH PROPERTIES LLC	404 WASHINGTON ST	569,540	BATH PROPERTIES LLC		1015 ORCHARD DR	CEDAR FALLS	IA	50613
891412178005	BENDABLE EQUITIES LLC		77,620	BENDABLE EQUITIES LLC		1816 VALLEY HIGH DR	CEDAR FALLS	IA	50613
891412180013	BLACK HAWK HOTEL LLC		59,490	TINDALL HOTEL INC		3700 RIVER OAKS DR	DES MOINES	IA	50612
891412180012	BLACK HAWK HOTEL MOTOR LODGE LLC	122 WASHINGTON ST	378,790	TINDALL HOTEL INC		3700 RIVER OAKS DR	DES MOINES	IA	50612
891412252013	BLACK HAWK LODGE NO 65 AF AND AM	216 MAIN ST	386,930	BLACK HAWK LODGE NO 65 AF AND AM		PO BOX 493	CEDAR FALLS	IA	50613
891412252015	BLACK HAWK LODGE NO 65 AF AND AM	214 MAIN ST	294,380	BLACK HAWK LODGE NO 65 AF AND AM		PO BOX 493	CEDAR FALLS	IA	50613
891412184003	BRB REAL ESTATE HOLDINGS LLC	201 MAIN ST	91,342	BRB REAL ESTATE HOLDINGS LLC	PO BOX 622	201 MAIN ST	CEDAR FALLS	IA	50613
891412184003	BRB REAL ESTATE HOLDINGS LLC	201 MAIN ST	162,388	BRB REAL ESTATE HOLDINGS LLC	PO BOX 622	201 MAIN ST	CEDAR FALLS	IA	50613
891412126040	BROOMSTICK LODGING LLC	101 W 1ST ST	5,511,220	BROOMSTICK LODGING LLC		2706 JAMES ST	CORALVILLE	IA	52241
891412328006	BRYAN, RANDOLPH	419 WASHINGTON ST	44,493	BRYAN, RANDOLPH		3121 JEPSEN RD	CEDAR FALLS	IA	50613
891412328006	BRYAN, RANDOLPH	419 WASHINGTON ST	120,297	BRYAN, RANDOLPH		3121 JEPSEN RD	CEDAR FALLS	IA	50613
891412251013	BT HOLDINGS LLC	122 MAIN ST	157,842	BT HOLDINGS LLC		217 WASHINGTON ST	CEDAR FALLS	IA	50613
891412251013	BT HOLDINGS LLC	122 MAIN ST	227,138	BT HOLDINGS LLC		217 WASHINGTON ST	CEDAR FALLS	IA	50613
891412328004	BUILT BY BRADY LLC	409 WASHINGTON ST	459,820	BUILT BY BRADY LLC		1026 CARRIAGE LN	CEDAR FALLS	IA	50613
891412338010	CASEYS MARKETING COMPANY		21,190	CASEYS MARKETING COMPANY		PO Box 54288	LEXINGTON	KY	40555
891412338011	CASEYS MARKETING COMPANY	601 MAIN ST	613,070	CASEYS MARKETING COMPANY		PO Box 54288	LEXINGTON	KY	40555
891412188013	CEDAR FALLS COMMUNITY CR UNION	123 W 4TH ST	1,165,340	CEDAR FALLS COMMUNITY CR UNION		PO Box 1009	CEDAR FALLS	IA	50613
891412184013	CEDAR FALLS TRUST & SAVINGS BANK		19,490	US BANK CORPORATE REAL ESTATE	C/O RYAN PTS DEPT. 908	PO Box 460169	HOUSTON	TX	77056
891412184014	CEDAR FALLS TRUST & SAVINGS BANK	117 W 3RD ST	106,560	US BANK CORPORATE REAL ESTATE	C/O RYAN PTS DEPT. 908	PO Box 460169	HOUSTON	TX	77056
891412184015	CEDAR FALLS TRUST & SAVINGS BANK	222 WASHINGTON ST	1,149,500	US BANK CORPORATE REAL ESTATE	C/O RYAN PTS DEPT. 908	PO Box 460169	HOUSTON	TX	77056
891412327004	CHEROKEE PROPERTIES LLC		17,820	CHEROKEE PROPERTIES LLC		PO BOX 1106	CEDAR FALLS	IA	50613
891412327005	CHEROKEE PROPERTIES LLC	411 CLAY ST	195,390	CHEROKEE PROPERTIES LLC		PO BOX 1106	CEDAR FALLS	IA	50613
891412183005	CITY OF CEDAR FALLS	217 WASHINGTON ST	562,980	CITY OF CEDAR FALLS		220 CLAY ST	CEDAR FALLS	IA	50613
891412254015	CJS VENTURES LLC	315 STATE ST	11,189	CJS VENTURES LLC		4220 W MT VERNON RD	CEDAR FALLS	IA	50613
891412254015	CJS VENTURES LLC	315 STATE ST	548,241	CJS VENTURES LLC		4220 W MT VERNON RD	CEDAR FALLS	IA	50613
891412178006	COMMUNITY NATIONAL BANK	312 W 1ST ST	732,100	COMMUNITY NATIONAL BANK		PO Box 1288	WATERLOO	IA	50704
891412401001	D SQUARED II LLC	402 MAIN ST	510,430	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412401002	D SQUARED II LLC	109 E 4TH ST	120,430	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412401011	D SQUARED II LLC	406 MAIN ST	84,915	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412401011	D SQUARED II LLC	406 MAIN ST	189,005	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412337015	DOLLYS RENTALS LLC	604 CLAY ST	1,473,140	DOLLYS RENTALS LLC		PO Box 128	CEDAR FALLS	IA	50613
891412408014	ELEMENT PROPRT, IES LLC	616 STATE ST	98,711	ELEMENT PROPRT, IES LLC	C/O BETH BURRELL	32257 BEAVER VALLEY ST	NEW HARTFORD	IA	50660
891412408014	ELEMENT PROPRT, IES LLC	616 STATE ST	91,119	ELEMENT PROPRT, IES LLC	C/O BETH BURRELL	32257 BEAVER VALLEY ST	NEW HARTFORD	IA	50660
891412180005	EQUITY REAL ESTATES INVESTMENTS	111 MAIN ST APT A	112,176	EQUITY REAL ESTATES INVESTMENTS		PO Box 805	WATERLOO	IA	50704
891412180005	EQUITY REAL ESTATES INVESTMENTS	111 MAIN ST APT A	168,264	EQUITY REAL ESTATES INVESTMENTS		PO Box 805	WATERLOO	IA	50704
891412334009	FARMERS STATE BANK	515 MAIN ST	2,819,980	FARMERS STATE BANK		131 TOWER PARK DR APT 100	WATERLOO	IA	50701
891412251010	FARRIS, DAVID	116 MAIN ST	224,420	FARRIS, DAVID		215 COLORADO RD	CEDAR FALLS	IA	50613
891412251011	FARRIS, DAVID	118 MAIN ST	91,288	FARRIS, DAVID		215 COLORADO RD	CEDAR FALLS	IA	50613
891412251011	FARRIS, DAVID	118 MAIN ST	185,342	FARRIS, DAVID		215 COLORADO RD	CEDAR FALLS	IA	50613
891412252022	FARRIS, DAVID A	209 STATE ST	327,750	FARRIS, DAVID A		215 COLORADO RD	CEDAR FALLS	IA	50613
891412401018	FENCL,DANIEL D TRUST	422 MAIN ST	506,790	FENCL,DANIEL D TRUST		422 MAIN ST	CEDAR FALLS	IA	50613

891412401019	FENCL,DANIEL D TRUST		181,280	FENCL,DANIEL D TRUST		422 MAIN ST	CEDAR FALLS	IA	
891412407001	FIRST NATIONAL BANK OF CF	602 MAIN ST	2,047,550	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412407004	FIRST NATIONAL BANK OF CF		125,020	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412407005	FIRST NATIONAL BANK OF CF		50,540	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412407006	FIRST NATIONAL BANK OF CF		100,460	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412178001	FN AND R RENTAL LLC	320 W 1ST ST	296,880	F N & R RENTAL LLC	C/O DANIEL L RUBENDALL	765 PROSPECT BLVD	WATERLOO	IA	50701
891412251007	FORE INVESTORS LLC	110 MAIN ST	106,481	FORE INVESTORS LLC		201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412251007	FORE INVESTORS LLC	110 MAIN ST	153,229	FORE INVESTORS LLC		201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412329009	FOUR HUNDRED ELEVEN MAIN L C	415 MAIN ST	190,410	FOUR HUNDRED ELEVEN MAIN L C		411 MAIN ST	CEDAR FALLS	IA	50613
891412329016	FOUR HUNDRED ELEVEN MAIN L C	411 MAIN ST	281,000	FOUR HUNDRED ELEVEN MAIN L C		411 MAIN ST	CEDAR FALLS	IA	50613
891412327006	FRANKLIN STREET PROPERTY L C	415 CLAY ST	794,570	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412327007	FRANKLIN STREET PROPERTY L C		46,070	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412327011	FRANKLIN STREET PROPERTY L C		35,280	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412327013	FRANKLIN STREET PROPERTY L C		6,730	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412329002	FREESE FRAME LLC	116 W 4TH ST	160,500	FREESE FRAME LLC		1613 GREEN CREEK RD	CEDAR FALLS	IA	50613
891412179012	GREAT WESTERN BANK	205 W 2ND ST	1,005,100	GREAT WESTERN BANK		225 S MAIN AVE	SIoux FALLS	SD	57104
891412408003	H & H ENTERPRISES LLC	602 STATE ST	255,480	H & H ENTERPRISES LLC		602 STATE ST	CEDAR FALLS	IA	50613
891412406003	HARTING,KENNETH & DEBRA TRUST	516 BLUFF ST	6,144	HARTING,KENNETH & DEBRA TRUST		900 ROYAL DR	CEDAR FALLS	IA	50613
891412406003	HARTING,KENNETH & DEBRA TRUST	516 BLUFF ST	116,746	HARTING,KENNETH & DEBRA TRUST		900 ROYAL DR	CEDAR FALLS	IA	50613
891412406006	HARTING,KENNETH & DEBRA TRUST		34,920	HARTING,KENNETH & DEBRA TRUST		900 ROYAL DR	CEDAR FALLS	IA	50613
891412338001	HI YIELD LLC		35,390	HI YIELD LLC		PO Box 128	CEDAR FALLS	IA	50613
891412338006	HI YIELD LLC		56,380	HI YIELD LLC		PO Box 128	CEDAR FALLS	IA	50613
891412338007	HI YIELD LLC	123 W 7TH ST	566,090	HI YIELD LLC		PO Box 128	CEDAR FALLS	IA	50613
891412180010	HUMBLE PROPERTIES LLC	125 MAIN ST	106,494	HUMBLE PROPERTIES LLC		125 MAIN ST	CEDAR FALLS	IA	50613
891412180010	HUMBLE PROPERTIES LLC	125 MAIN ST	197,776	HUMBLE PROPERTIES LLC		125 MAIN ST	CEDAR FALLS	IA	50613
891412251012	IBL DDT LLC	120 MAIN ST	118,537	IBL DDT LLC		PO Box 673	CEDAR FALLS	IA	50613
891412251012	IBL DDT LLC	120 MAIN ST	201,833	IBL DDT LLC		PO Box 673	CEDAR FALLS	IA	50613
891412333006	IEHL, CALVIN R	211 W 6TH ST	972,130	IEHL, CALVIN R		4219 EASTPARK RD	CEDAR FALLS	IA	50613
891412252002	JACOBS, JOHN L	109 E 2ND ST	20,459	JACOBS, JOHN L		109 E 2ND ST	CEDAR FALLS	IA	50613
891412252002	JACOBS, JOHN L	109 E 2ND ST	33,381	JACOBS, JOHN L		109 E 2ND ST	CEDAR FALLS	IA	50613
891412252009	JJ LAND L C	112 E 3RD ST	221,210	JJ LAND L C		7728 N UNION RD	JANESVILLE	IA	50647
891412252011	JJ LAND L C	224 MAIN ST	236,380	JJ LAND L C		7728 N UNION RD	JANESVILLE	IA	50647
891412252012	JJ LAND L C	222 MAIN ST	294,570	JJ LAND L C		7728 N UNION RD	JANESVILLE	IA	50647
891412252010	K GROUP L C	226 MAIN ST	258,780	K GROUP L C		2204 VALLEY PARK DR	CEDAR FALLS	IA	50613
891412332007	KEL MAR LC	521 CLAY ST	154,310	KEL MAR LC		619 E 19TH ST	CEDAR FALLS	IA	50613
891412408019	KEL MAR LC	600 STATE ST	423,090	KEL MAR LC		619 E 19TH ST	CEDAR FALLS	IA	50613
891412407003	KNUTSON, AARON M	622 MAIN ST	327,450	KNUTSON, AARON M		622 MAIN ST	CEDAR FALLS	IA	50613
891412254007	KOEPEL, ALLEN D	116 E 4TH ST	105,080	KOEPEL, ALLEN D		2501 TIMBER DR	CEDAR FALLS	IA	50613
891412188002	LAUBER, MERLYN D	301 MAIN ST	278,090	LAUBER, MERLYN D		1815 WINTER RIDGE RD	CEDAR FALLS	IA	50613
891412187002	LINCOLN SAVINGS BANK	301 WASHINGTON ST	685,000	LINCOLN SAVINGS BANK		PO Box E	REINBECK	IA	50669
891412252003	LINDERBAUM REAL ESTATE LLC	115 E 2ND ST	328,610	LINDERBAUM REAL ESTATE LLC		2725 GLEN OAKS DR	CEDAR FALLS	IA	50613
891412180001	M AND D REAL ESTATE 2 L L C	122 W 1ST ST	439,530	M AND D REAL ESTATE 2 L L C		3058 HUNTINGTON DR	DUBUQUE	IA	52001
891412180007	MAIN STREET HOTELS LC	115 MAIN ST	1,141,570	MAIN STREET HOTELS LC		200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412180008	MAIN STREET HOTELS LC	119 MAIN ST	339,730	MAIN STREET HOTELS LC		200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412184006	MAK INC	207 MAIN ST	214,730	MAK INC		20995 487TH LN	MC GREGOR	MN	55760
891412401010	MARSH, JEFFREY J	412 MAIN ST	185,720	MARSH, JEFFREY J		116 SUMMIT DR	CEDAR FALLS	IA	50613
891412187005	MERSON RENTALS LLC	320 CLAY ST	161,980	MERSON RENTALS LLC		3012 ROWND ST	CEDAR FALLS	IA	50613
891412333003	MJ THOMPSON RENTALS LLC	503 WASHINGTON ST	162,670	MJ THOMPSON RENTALS LLC		503 WASHINGTON ST	CEDAR FALLS	IA	50613
891412184008	MMC PROPERTIES LLC	213 MAIN ST	311,550	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184009	MMC PROPERTIES LLC	215 MAIN ST	375,540	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184010	MMC PROPERTIES LLC	217 MAIN ST	407,320	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184011	MMC PROPERTIES LLC	219 MAIN ST	188,681	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184011	MMC PROPERTIES LLC	219 MAIN ST	307,849	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184012	MMC PROPERTIES LLC	223 MAIN ST	153,303	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184012	MMC PROPERTIES LLC	223 MAIN ST	250,127	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251005	MMC PROPERTIES LLC	106 MAIN ST	85,305	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251005	MMC PROPERTIES LLC	106 MAIN ST	151,655	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251008	MMC PROPERTIES LLC	112 MAIN ST	85,113	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251008	MMC PROPERTIES LLC	112 MAIN ST	158,067	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251009	MMC PROPERTIES LLC	114 MAIN ST	110,530	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251009	MMC PROPERTIES LLC	114 MAIN ST	205,270	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412252019	MMC PROPERTIES LLC	206 MAIN ST	305,770	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412252023	MMC PROPERTIES LLC	210 MAIN ST	996,670	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613

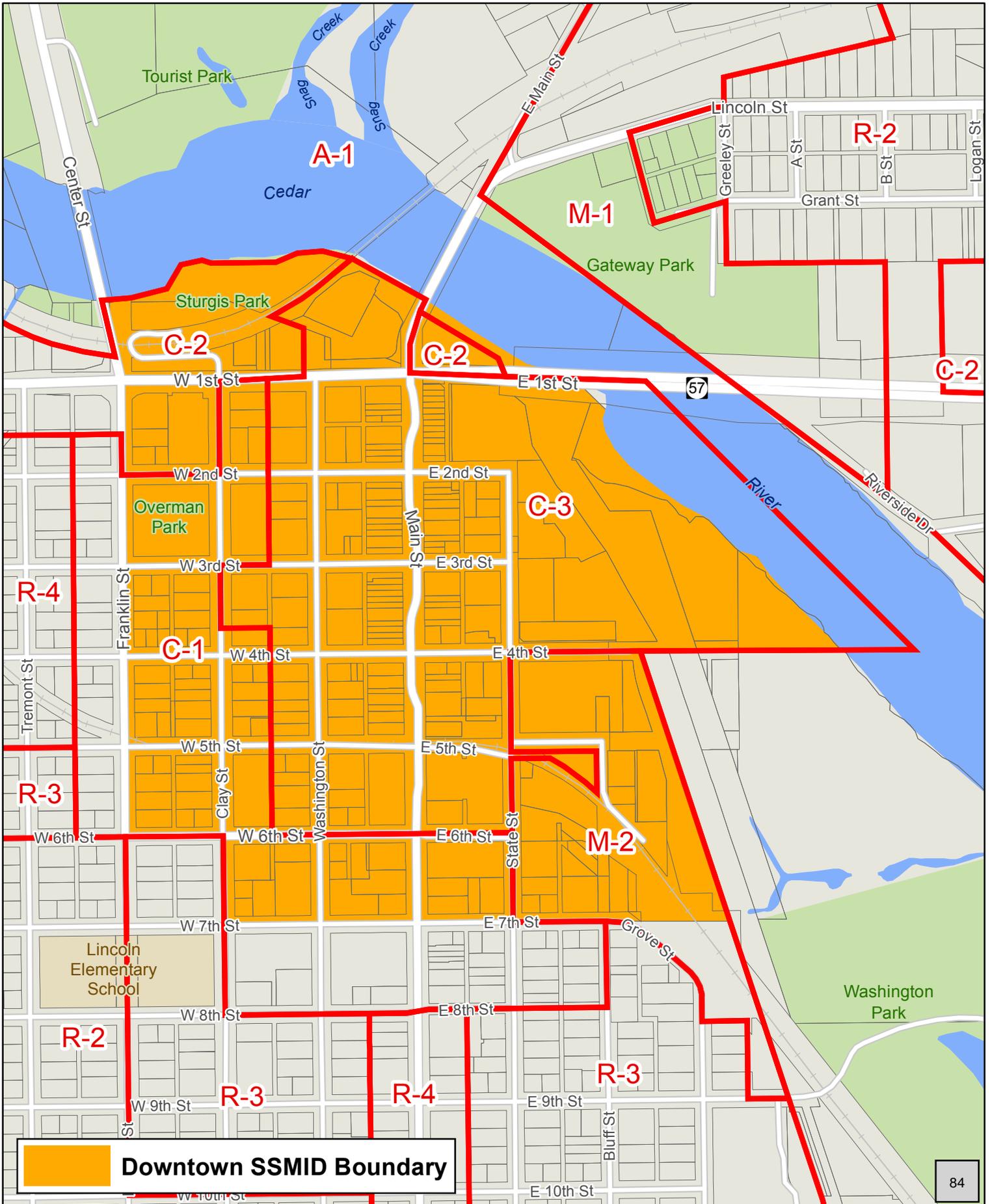
891412401003	MMC PROPERTIES LLC	115 E 4TH ST	773,490	MMC PROPERTIES LLC	PO Box 188	CEDAR FALLS	IA	50613
891412401005	MMC PROPERTIES LLC		109,900	MMC PROPERTIES LLC	PO Box 188	CEDAR FALLS	IA	50613
891412188008	NAB INVESTMENTS LLC	315 MAIN ST	200,391	NAB INVESTMENTS LLC	315 MAIN ST	CEDAR FALLS	IA	50613
891412188008	NAB INVESTMENTS LLC	315 MAIN ST	541,799	NAB INVESTMENTS LLC	315 MAIN ST	CEDAR FALLS	IA	50613
891412188009	NAB INVESTMENTS LLC	317 MAIN ST	102,844	NAB INVESTMENTS LLC	315 MAIN ST	CEDAR FALLS	IA	50613
891412188009	NAB INVESTMENTS LLC	317 MAIN ST	208,806	NAB INVESTMENTS LLC	315 MAIN ST	CEDAR FALLS	IA	50613
891412405002	NATVIG, CHRISTINA M	506 STATE ST	68,580	NATVIG, CHRISTINA M	5043 NORDIC RIDGE DR	CEDAR FALLS	IA	50613
891412338005	NELSON FUNERAL HOME INC	613 MAIN ST	77,339	RICHARDSON FUNERAL HOME INC	PO Box 542	CEDAR FALLS	IA	50613
891412338005	NELSON FUNERAL HOME INC	613 MAIN ST	406,031	RICHARDSON FUNERAL HOME INC	PO Box 542	CEDAR FALLS	IA	50613
891412252021	NLN INVESTMENTS LLC	203 STATE ST	387,000	NLN INVESTMENTS LLC	3903 PHEASANT DR	CEDAR FALLS	IA	50613
891412178004	OVERMAN NORTH PARTNERS LC	323 W 2ND ST	147,740	OVERMAN NORTH PARTNERS LC	200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412337014	PANTHER BUILDERS LLC	616 CLAY ST	554,380	PANTHER BUILDERS LLC	PO Box 128	CEDAR FALLS	IA	50613
891412186001	PARK PLACE PROPERTIES	324 W 3RD ST	146,330	PARK PLACE PROPERTIES	324 W 3RD ST	CEDAR FALLS	IA	50613
891412254010	PC REAL ESTATE LLC	314 MAIN ST	550,960	PC REAL ESTATE LLC	1501 TECHNOLOGY PW APT 300	CEDAR FALLS	IA	50613
891412254011	PC REAL ESTATE LLC	312 MAIN ST	331,260	PC REAL ESTATE LLC	1501 TECHNOLOGY PW APT 300	CEDAR FALLS	IA	50613
891412254012	PC REAL ESTATE LLC	310 MAIN ST	256,400	PC REAL ESTATE LLC	1501 TECHNOLOGY PW APT 300	CEDAR FALLS	IA	50613
891412329003	PJ 42 LLC	114 W 4TH ST	70,098	PJ 42 LLC	103 E STATE ST APT 300	MASON CITY	IA	50401
891412329003	PJ 42 LLC	114 W 4TH ST	163,562	PJ 42 LLC	103 E STATE ST APT 300	MASON CITY	IA	50401
891412184016	PRESTIGE WW LLC	205 MAIN ST	492,830	PRESTIGE WW LLC	1304 WASHINGTON ST	CEDAR FALLS	IA	50613
891412334006	RASMUSSEN CHEVROLET CO INC		30,550	RASMUSSEN CHEVROLET CO INC	9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
891412334007	RASMUSSEN CHEVROLET CO INC		36,310	RASMUSSEN CHEVROLET CO INC	9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
891412334010	RASMUSSEN CHEVROLET CO INC	508 WASHINGTON ST	522,920	RASMUSSEN CHEVROLET CO INC	9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
891412338008	RICHARDSON FUNERAL HOME INC	616 WASHINGTON ST	25,219	RICHARDSON FUNERAL HOME INC	PO Box 542	CEDAR FALLS	IA	50613
891412338008	RICHARDSON FUNERAL HOME INC	616 WASHINGTON ST	36,291	RICHARDSON FUNERAL HOME INC	PO Box 542	CEDAR FALLS	IA	50613
891412338009	RICHARDSON FUNERAL HOME INC		53,840	RICHARDSON FUNERAL HOME INC	PO Box 542	CEDAR FALLS	IA	50613
891412401015	RICKARD, CLARK J	415 STATE ST	457,860	RICKARD, CLARK J	903 MAIN ST	CEDAR FALLS	IA	50613
891412401016	RICKARD, CLARK J		25,730	RICKARD, CLARK J	903 MAIN ST	CEDAR FALLS	IA	50613
891412179013	RICKARD, KURT D	110 CLAY ST	185,410	RICKARD, KURT D	223 W 2ND ST	CEDAR FALLS	IA	50613
891412254001	RIVER PLACE PROPERTIES II LC	302 MAIN ST	204,820	RIVER PLACE PROPERTIES II LC	200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412254002	RIVER PLACE PROPERTIES II LC	123 E 3RD ST	69,980	RIVER PLACE PROPERTIES II LC	200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412253046	RIVER PLACE PROPERTIES LC		166,060	STATE STREET MIXED USE LC	200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412254009	SC AND B PROPERTIES LLC	318 MAIN ST	110,026	SC AND B PROPERTIES LLC	318 MAIN ST	CEDAR FALLS	IA	50613
891412254009	SC AND B PROPERTIES LLC	318 MAIN ST	233,804	SC AND B PROPERTIES LLC	318 MAIN ST	CEDAR FALLS	IA	50613
891412188010	SCHILLING, TIMOTHY	319 MAIN ST	217,040	SCHILLING, TIMOTHY	319 1/2 MAIN ST	CEDAR FALLS	IA	50613
891412188011	SCHILLING, TIMOTHY	321 MAIN ST	251,080	SCHILLING, TIMOTHY	319 1/2 MAIN ST	CEDAR FALLS	IA	50613
891412188012	SCHILLING, TIMOTHY	323 MAIN ST	311,090	SCHILLING, TIMOTHY	319 1/2 MAIN ST	CEDAR FALLS	IA	50613
891412180004	SHIMEK, ANDREW	109 MAIN ST	132,790	SHIMEK, ANDREW	827 COMMERCIAL ST	WATERLOO	IA	50702
891412251004	SHIMEK, ANDREW D	104 MAIN ST	120,309	SHIMEK, ANDREW D	827 COMMERCIAL ST	WATERLOO	IA	50702
891412251004	SHIMEK, ANDREW D	104 MAIN ST	166,141	SHIMEK, ANDREW D	827 COMMERCIAL ST	WATERLOO	IA	50702
891412180003	SHIMEK, ROBERTA M	107 MAIN ST	101,892	SHIMEK, ROBERTA M	1504 HAMMOND AVE	WATERLOO	IA	50702
891412180003	SHIMEK, ROBERTA M	107 MAIN ST	189,228	SHIMEK, ROBERTA M	1504 HAMMOND AVE	WATERLOO	IA	50702
891412251014	SIMPLE AS 128 LLC	128 MAIN ST	98,940	SIMPLE AS 128 LLC	205 E 18TH ST	CEDAR FALLS	IA	50613
891412251014	SIMPLE AS 128 LLC	128 MAIN ST	281,600	SIMPLE AS 128 LLC	205 E 18TH ST	CEDAR FALLS	IA	50613
891412329004	SKYVIEW LC	401 MAIN ST	1,425,000	SKYVIEW LC	808 DEARBORN AVE	WATERLOO	IA	50703
891412183003	SPINVESTMENTS LLC	201 WASHINGTON ST	652,640	SPINVESTMENTS LLC	201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412184001	SPINVESTMENTS LLC		63,370	SPINVESTMENTS LLC	201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412328003	SRE HOLDINGS LLC	403 WASHINGTON ST	217,390	SRE HOLDINGS LLC	2110 FLYNN DR	CEDAR FALLS	IA	50613
891412253099	STATE STREET MIXED USE II LC	100 E 2ND ST	3,416,139	STATE STREET MIXED USE II LC	200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253099	STATE STREET MIXED USE II LC	100 E 2ND ST	4,010,251	STATE STREET MIXED USE II LC	200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253047	STATE STREET MIXED USE LC	200 STATE ST	3,053,235	STATE STREET MIXED USE LC	200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253047	STATE STREET MIXED USE LC	200 STATE ST	3,885,935	STATE STREET MIXED USE LC	200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253092	STATE STREET RESIDENCES LC		464,350	STATE STREET RESIDENCES LC	200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412254013	STONE AND TERRACE LLC		97,190	STONE AND TERRACE LLC	2110 FLYNN DR	CEDAR FALLS	IA	50613
891412254014	STONE AND TERRACE LLC	108 E 4TH ST	277,900	STONE AND TERRACE LLC	2110 FLYNN DR	CEDAR FALLS	IA	50613
891412184007	STRICKLER PROPERTIES LC	209 MAIN ST	389,230	STRICKLER PROPERTIES LC	ATTN: DAVID STRICKLER 209 MAIN ST	CEDAR FALLS	IA	50613
891412329005	T AND T RENTALS L C	407 MAIN ST	488,640	T AND T RENTAL L C	409 MAIN ST	CEDAR FALLS	IA	50613
891412329006	T AND T RENTALS L C	409 MAIN ST	382,140	T AND T RENTALS L C	409 MAIN ST	CEDAR FALLS	IA	50613
891412329012	T AND T RENTALS L C	421 MAIN ST	590,640	T AND T RENTALS L C	409 MAIN ST	CEDAR FALLS	IA	50613
891412329017	T AND T RENTALS L C	419 MAIN ST	1,145,600	T AND T RENTALS L C	409 MAIN ST	CEDAR FALLS	IA	50613
891412252001	THODES INC	202 MAIN ST	26,239	THODES INC	202 MAIN ST	CEDAR FALLS	IA	50613
891412252001	THODES INC	202 MAIN ST	212,301	THODES INC	202 MAIN ST	CEDAR FALLS	IA	50613
891412188005	TTDAVIS HOLDINGS LLC	307 MAIN ST	305,320	TTDAVIS HOLDINGS LLC	5421 HEDGEWOOD CIR	CEDAR FALLS	IA	50613
891412327002	TURCOTTE INSURANCE & INVESTMENTS		12,880	TURCOTTE INSURANCE & INVESTMENTS	302 W 4TH ST	CEDAR FALLS	IA	50613

Item 6.

891412327003	TURCOTTE INSURANCE & INVESTMENTS	302 W 4TH ST	133,300	TURCOTTE INSURANCE & INVESTMENTS	302 W 4TH ST	CEDAR FALLS	IA	
891412406011	U S CELLULAR OPER CO OF WATERLOO		92,780	DUFF AND PHELPS	PO BOX 2549	ADDISON	TX	75001
891412187004	VAR MIL INC	323 WASHINGTON ST	272,290	VAR MIL INC	216 W 11TH ST	WATERLOO	IA	50702
891412180009	VERA JAMES LLC	123 MAIN ST	138,115	VERA JAMES LLC	1819 PINEHURST LN	WATERLOO	IA	50701
891412180009	VERA JAMES LLC	123 MAIN ST	225,345	VERA JAMES LLC	1819 PINEHURST LN	WATERLOO	IA	50701
891412253015	VIKING PUMP INC		53,670	VIKING PUMP INC	406 STATE ST	CEDAR FALLS	IA	50613
891412402006	VIKING PUMP INC	406 STATE ST	1,215,600	VIKING PUMP INC	406 STATE ST	CEDAR FALLS	IA	50613
891412408017	VIKING PUMP INC		600	VIKING PUMP INC	406 STATE ST	CEDAR FALLS	IA	50613
891412408020	VIKING PUMP INC	222 E 7TH ST	244,700	VIKING PUMP INC	406 STATE ST	CEDAR FALLS	IA	50613
891412406004	WILLHITE, BECKY J TRUST		620	WILLHITE, BECKY J TRUST	2022 W 18TH ST APT 2	CEDAR FALLS	IA	50613
891412406009	WILLHITE, BECKY J TRUST	508 BLUFF ST	113,370	WILLHITE, BECKY J TRUST	2022 W 18TH ST APT 2	CEDAR FALLS	IA	50613
	99	TOTAL PROPERTY OWNERS	80,281,290	TOTAL ASSESSED VALUE				
	47	SIGNATURES	49,173,570					
	47.47%	REPRESENTS	61.25%					
		OF TOTAL NUMBER OF OWNERS		OF TOTAL ASSESSED VALUE				

# Downtown Self Supporting Municipal Improvement District (SSMID)

Item 6.



 Downtown SSMID Boundary

RE: 516 Bluff Street

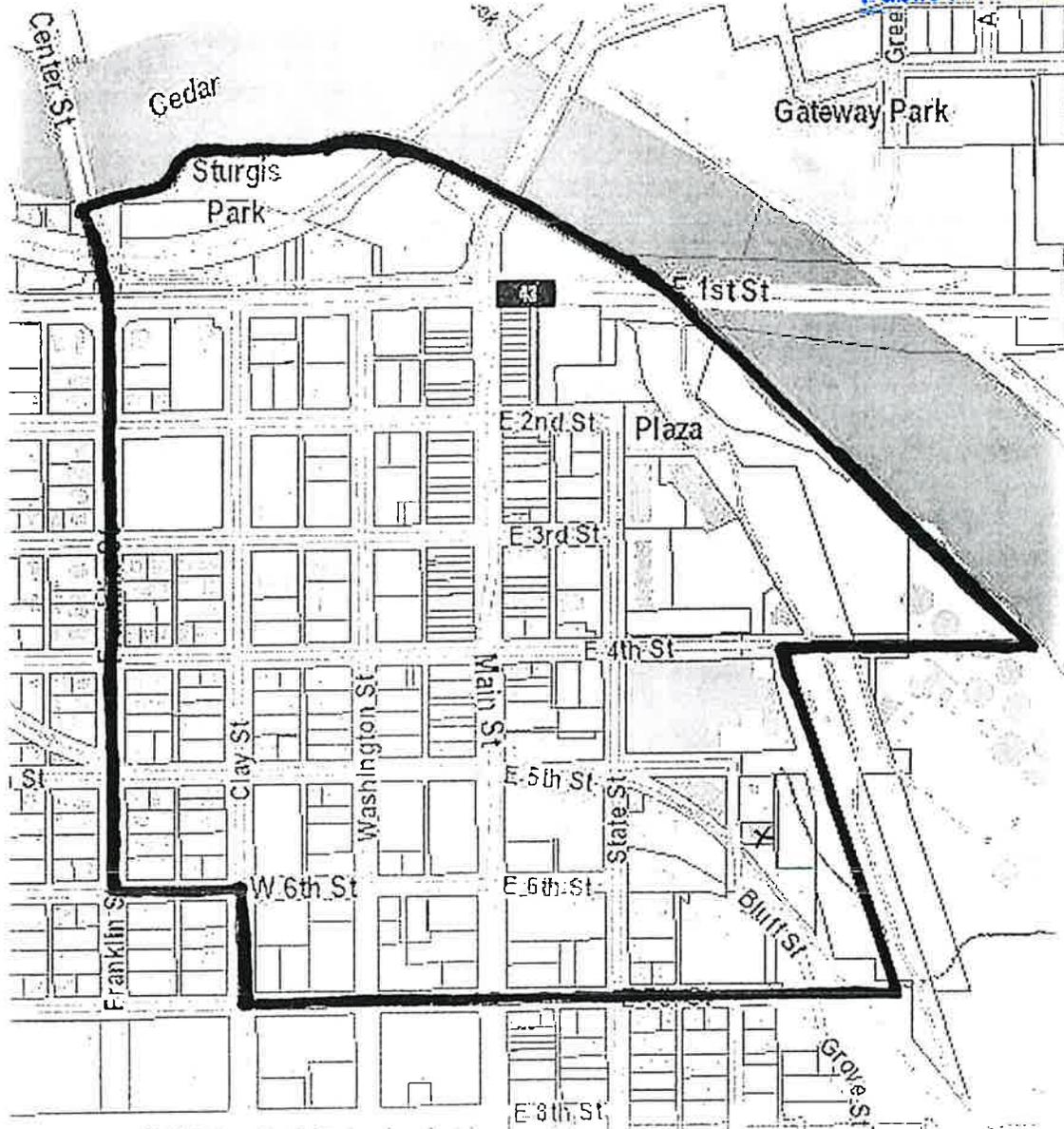
Downtown Self-Supporting Municipal Improvement District (SSMID)

RECEIVED

Boundaries (2022-2027)

NOV 19 2021

Public Records Division



according to the Cedar Falls St. Dept. we don't exist. When they  
 passed Bluff St. they stopped at our property line. So take  
 us off your Special Tax for downtown. Have any questions  
 call me @ 319-243-0862

*Kevin Hanley*

Prepared by: Jacqueline Danielsen, MMC, 220 Clay Street, Cedar Falls, Iowa 50613 (319) 273-8600

**ORDINANCE NO. 3002**

AN ORDINANCE REPEALING DIVISION 2, DOWNTOWN CEDAR FALLS SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT, OF ARTICLE X, MUNICIPAL IMPROVEMENT DISTRICTS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 2, DOWNTOWN CEDAR FALLS SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT WITHIN THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Division 2, Downtown Cedar Falls Self-Supported Municipal Improvement District, of Article X, Municipal Improvement Districts, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following new Division 2, Downtown Cedar Falls Self-Supported Municipal Improvement District, is enacted in lieu thereof:

**DIVISION 2. DOWNTOWN CEDAR FALLS SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT**

**Section 2-1053. Created; purpose.**

There is hereby created in the city a self-supported municipal improvement district as defined in Chapter 386 of the 2021 Code of Iowa (referred to in this Article as "the Act"), the name of which district shall be the "Downtown Cedar Falls Self-Supported Municipal Improvement District" (sometimes referred to in this article as the "district"), the purposes of which district are the undertaking of actions and the design and construction of any and all improvements authorized by the Act, and the performance of administration, redevelopment and revitalization of the district, as authorized by the Act.

**Section 2-1054. Boundaries.**

The district shall include all property within the following described boundaries:

That part of Section 12, Township 89 North, Range 14 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County Iowa described as beginning on the centerline of Franklin Street at its intersection with the southerly bank of the Cedar River; thence southerly along said centerline of Franklin Street to the centerline of 6th Street; thence easterly along said centerline of 6th Street to the centerline of Clay Street; thence southerly along said centerline of Clay Street to the centerline of 7th Street; thence easterly along said centerline of 7th Street to the former

westerly right of way line of the former Chicago and North Western Transportation Company; thence northerly along said former westerly right of way line to the centerline of 4th Street; thence easterly along said centerline of 4th Street to the westerly bank of the Cedar River; thence northerly and westerly along the westerly and southerly bank of the Cedar River to the point of beginning.

**Section 2-1055. Benefit determined.**

It is found and determined that the owners of all of the property within the district have a present and potential benefit from the condition, development and maintenance of the district and that all of the property within the district is related by virtue of its location within the district.

**Section 2-1056. Operation fund created; purpose.**

Pursuant to the provisions of Iowa Code 386.8, there is established and created a self-supported improvement district operation fund, which shall be known as the "Downtown Cedar Falls Self-Supported Municipal Improvement District Operation Fund" (and which is referred to in this Article as the "operation fund"), for which operation fund the city may certify taxes (the "operation tax") each year commencing with the levy of taxes for collection in the fiscal year beginning July 1, 2022, and continuing through the fiscal year ending June 30, 2027, for the purpose of paying such expenses of the district as are authorized by the Act, including, but not limited to, the administrative expenses of the district and part or all of the maintenance expenses of improvements or self-liquidating improvements, as defined by the Act, for a period of five years.

**Section 2-1057. Operation Tax.**

The operation tax levied in any one year, as provided in section 2-1056, shall be at a rate not to exceed five dollars and eighty-three cents (\$5.83) per one thousand dollars (\$1,000.00) of taxable value of the property within the district.

**Section 2-1058. Copies on file.**

The City Clerk shall cause a copy of the ordinance codified in this article to be filed in the Office of the Black Hawk County Recorder and in the Office of the Black Hawk County Treasurer.

INTRODUCED: \_\_\_\_\_ December 6, 2021

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_ December 6, 2021

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

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

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

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

ATTEST:

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

## COMMITTEE OF THE WHOLE

City Hall – Council Chambers  
December 6, 2021

The Committee of the Whole met at City Hall at 6:30 p.m. on December 6, 2021, with the following Committee persons in attendance: Mayor Robert Green and Councilmembers Frank Darrah, Sudan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members from all City Departments and members of the community attended in person and teleconferenced in.

Mayor Green called the meeting to order and introduced the first item on the agenda, Grow Cedar Valley Update and introduced Cary Darrah, CEO of Grow Cedar Valley.

Ms. Darrah gave opening remarks and introduced Lisa Skubal, Vice President/Economic Development of Grow Cedar Valley.

Ms. Skubal stated they have had 10 new project leads since May and prepared 5 prospect proposals. Ms. Skubal explained the importance of having available 50,000 sq. ft. plus industrial space for potential companies to come to our community; companies are challenged in building new due to a delay in materials and construction costs. Companies are trying to stay ahead of the demand for products and need the industrial space immediately. Ms. Skubal explained the IEDA's grant program for SMM (small/medium size manufacturers); IEDA continues to review applications. Grow Cedar Valley has plans to establish a lead generation campaign in the Netherlands to identify interest in companies who would like to establish U.S. facilities. Ms. Skubal gave an update on the Grow Cedar Valley wage and benefits survey for the region; over 100 businesses participated in the region including many from Cedar Falls; the survey was published and distributed in June in the Cedar Valley. Ms. Skubal introduced Danny Laudick, Senior Program Director/Economic Development.

Mr. Laudick explained the workforce has declined; Grow Cedar Valley would like to focus on attraction and retention, working with K-12 and colleges, and utilize people in the community. Grow Cedar Valley will be serving as the key point of contact for employers and service organizations. Mr. Laudick will be rebuilding relationships with Iowa Workforce and other non-profit organizations, the State, and local schools. Mr. Laudick updated Councilmembers on the BBA (Black Business and Entrepreneurial Accelerated Program); they received \$600,000 in funding. Mr. Laudick introduced Becky Guinn, Grow Cedar Valley Board Chair.

Ms. Guinn thanked the Councilmembers for supporting Grow Cedar Valley.

Mayor Green opened the meeting for Council discussion.

Councilmember Dunn stated the continued support for Grow Cedar Valley is essential.

Mayor Green stated Goal Setting will include changing Grow Cedar Valley from a competitive grant to a contract that's sustainable and predictable.

There being no further business, Mayor Green adjourned the meeting at 6:54 p.m.

Minutes by Kim Kerr, Administrative Supervisor





State of Iowa  
Abstract of Votes

Black Hawk County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2021 City-School Election held on Tuesday, November 02, 2021, as shown by the tally lists returned from the several election precincts.

City of Cedar Falls - City Council Ward 1

Derek Peisen	Received Two Hundred and Ninety-Two (292) votes
Gil Schultz	Received One Thousand Three Hundred and Twenty-Eight (1,328) votes
Scattering	Received Twenty (20) votes
Total	One Thousand Six Hundred and Forty (1,640) votes

**We therefore declare :**

Gil Schultz to be duly elected for the office of City of Cedar Falls - City Council Ward 1 for the term of 4 years.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Waterloo, the county seat of Black Hawk County, this Tuesday, November 09, 2021.

\_\_\_\_\_

Chairperson

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\_\_\_\_\_

(Seal)

<p>Members of the Board of Supervisors and ex- officio County Board of Canvassers</p>
---

Attest: County Auditor and Clerk of the Board of Supervisors

State of Iowa  
Abstract of Votes

Black Hawk County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2021 City-School Election held on Tuesday, November 02, 2021, as shown by the tally lists returned from the several election precincts.

City of Cedar Falls - City Council Ward 3

Carole Yates	Received Six Hundred and Eighty-Nine (689) votes
Kara Bigelow-Baker	Received Four Hundred and Ninety-Six (496) votes
Daryl Kruse	Received Six Hundred and Forty (640) votes
Scattering	Received Three (3) votes
Total	One Thousand Eight Hundred and Twenty-Eight (1,828) votes

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Waterloo, the county seat of Black Hawk County, this Tuesday, November 09, 2021.

Chairperson

(Seal)

Attest:



Members of  
the Board  
of  
Supervisors  
and ex-  
officio  
County  
Board of  
Canvassers

State of Iowa  
Abstract of Votes

Black Hawk County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2021 City-School Election held on Tuesday, November 02, 2021, as shown by the tally lists returned from the several election precincts.

City of Cedar Falls - City Council Ward 5

Dustin Ganfield	Received One Thousand One Hundred and Seventeen (1,117) votes
Frank Darrah	Received Nine Hundred and Two (902) votes
Scattering	Received One (1) votes
Total	Two Thousand and Twenty (2,020) votes

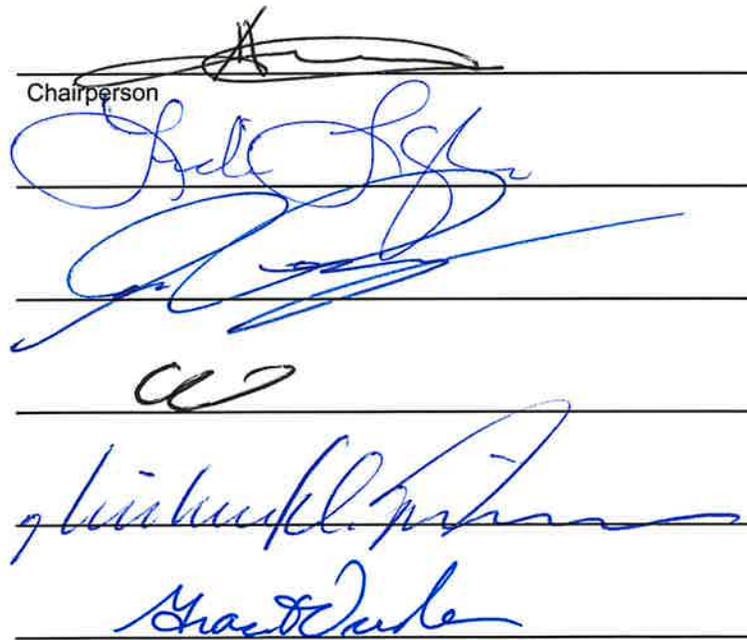
**We therefore declare :**

Dustin Ganfield to be duly elected for the office of City of Cedar Falls - City Council Ward 5 for the term of 4 years.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Waterloo, the county seat of Black Hawk County, this Tuesday, November 09, 2021.

Chairperson

(Seal)



Members of  
the Board  
of  
Supervisors  
and ex-  
officio  
County  
Board of  
Canvassers

Attest: County Auditor and Clerk of the Board of Supervisors

STATE OF IOWA  
ABSTRACT OF VOTES

Black Hawk County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the 2021 Black Hawk County City Runoff (CF) Election held on the 30th day of November, 2021, as shown by the tally lists returned from the several election precincts.

CEDAR FALLS MAYOR

Black Hawk

Rob Green	Received three thousand five hundred thirty-four (3534) votes
Dave Sires	Received three thousand four hundred thirty-seven (3437) votes
<b>Candidate Total</b>	<b>Six thousand nine hundred seventy-one (6971) votes</b>
SCATTERING	Twelve (12) votes
TOTAL	Six thousand nine hundred eighty-three (6983) votes

We therefore declare:

Rob Green duly elected for the office of CEDAR FALLS MAYOR for the term of 2 years.

CEDAR FALLS COUNCILMEMBER WARD 3

Black Hawk

Daryl Kruse	Received eight hundred twenty (820) votes
Carole Yates	Received seven hundred twenty-two (722) votes
<b>Candidate Total</b>	<b>One thousand five hundred forty-two (1542) votes</b>
SCATTERING	Eight (8) votes
TOTAL	One thousand five hundred fifty (1550) votes

We therefore declare:

Daryl Kruse duly elected for the office of CEDAR FALLS COUNCILMEMBER WARD 3 for the term of 4 years.

**IN TESTIMONY WHEREOF**, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Waterloo the county seat of Black Hawk County, this 2nd day of December, 2021.

*Craig White*  
 \_\_\_\_\_  
 Chairperson

*Chris Schwank*  
 \_\_\_\_\_

*John [unclear]*  
 \_\_\_\_\_

\_\_\_\_\_

(Seal)

Members of the Board of Supervisors and ex-officio County Board of Canvassers
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Attest: *[Signature]*  
 \_\_\_\_\_  
 County Auditor and Clerk of the Board of Supervisors



**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:** December 13, 2021  
**Re:** Beer/Liquor License Applications

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

Name of Applicants:

- a) Huhot Mongolian Grill, 6301 University Avenue, Special Class C liquor - renewal.
- b) Rancho Chico, 618 Brandilynn Boulevard, Class C Liquor - renewal.



## 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:** December 13, 2021  
**SUBJECT:** National Opioid Settlement

The State of Iowa and 66 Iowa Counties (along with most states and many local governments) brought lawsuits against pharmaceutical manufacturers and distributors of prescription opioids over their role in creating the opioid epidemic. Now, four of those companies have proposed a nationwide settlement of those cases. The companies involved are the three largest pharmaceutical distributors (McKesson, Cardinal Health and AmerisourceBergen) and one manufacturer, Janssen Pharmaceuticals, Inc. and its parent company, Johnson & Johnson.

In the settlement, the defendants are agreeing to pay billions of dollars to abate the opioid epidemic. Approximately \$22.7 billion is earmarked for use by participating states and subdivisions. The State of Iowa has within the past week reached an agreement with the counties that also joined the lawsuit on how settlement proceeds will be distributed within the State of Iowa. Fifty percent of Iowa's share of the settlement will go to the state and the other fifty percent will go to all counties on a proportionate basis. As I understand it, Black Hawk County's share will be 3.342% of the overall counties' share. Black Hawk County has the option to suballocate part of its share to cities within the County.

The reason that Cedar Falls has been asked to participate is that cities in Iowa with a population exceeding 10,000 are part of the group that will determine participation rates for the nationwide settlement.

The important part for Council to consider is that participation is necessary to settle the litigation and also ensure that Cedar Falls may, in cooperation with Black Hawk County, receive settlement proceeds for opioid abatement programs and activities.

Now, there are restrictions on use of settlement proceeds. See Exhibit 1 attached. Generally the funds must be spent on opioid abatement only. And there are reporting and auditing requirements. See Section C of the Iowa Opioid Allocation **Memorandum of Understanding** attached. But local governments may combine efforts in order to minimize administrative burden and achieve greater impacts.

There are details to be worked out yet. But participation is low risk for Cedar Falls. Nothing in the

agreements require Cedar Falls to accept settlement proceeds. Participation will maximize the State of Iowa's share of the nationwide settlement, regardless if Cedar Falls actually accepts any of the settlement proceeds as discussed above. City staff will further analyze costs versus benefits before making a recommendation on actually accepting settlement proceeds either alone or conjunction with Black Hawk County and/or other cities.

Attached you will find a Participation Agreement Distributors; a Participation Agreement Janssen; and a Local Allocation Memorandum of Understanding (with Exhibits) for your review and approval.

I recommend approval. Feel free to contact me with any questions at this time.

**Subdivision Distributor Settlement Participation Form**

Governmental Entity: City of Cedar Falls	State: Iowa
Authorized Official: Mayor Robert M. Green	
Address 1: 220 Clay Street	
Address 2:	
City, State, Zip: Cedar Falls, Iowa 50613	
Phone: (319)273-8600	
Email: Jacque.Danielsen@cedarfalls.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity’s election to participate is specifically conditioned on the Iowa Opioid Allocation Memorandum of Understanding (“MOU”) becoming effective by that MOU being executed both by the State, Litigating Local Governments comprising 95% of the total Litigating Local Government population and Local Governments comprising 80% of the total population of eligible Primary Subdivisions as defined and described in in the Settlement Agreements with a population over 30,000. Should the Iowa Allocation Memorandum of Understanding fail to become effective, this Election and Release shall be deemed void and no claims shall be released
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that is has filed.
4. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.
8. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
11. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may

exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Robert M. Green

Title: Mayor

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

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

**Subdivision Janssen Settlement Participation Form**

Governmental Entity: City of Cedar Falls	State: Iowa
Authorized Official: Mayor Robert M. Green	
Address 1: 220 Clay Street	
Address 2:	
City, State, Zip: Cedar Falls, IA 50613	
Phone: (319)273-8600	
Email: Jacque.Danielsen@cedarfalls.com	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity’s election to participate is specifically conditioned on the Iowa Opioid Allocation Memorandum of Understanding (“MOU”) becoming effective by that MOU being executed both by the State, Litigating Local Governments comprising 95% of the total Litigating Local Government population and Local Governments comprising 80% of the total population of eligible Primary Subdivisions as defined and described in in the Settlement Agreements with a population over 30,000. Should the Iowa Allocation Memorandum of Understanding fail to become effective, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

8. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_  
Name: Robert M. Green  
Title: Mayor  
Date: \_\_\_\_\_

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

**IOWA OPIOID ALLOCATION  
MEMORANDUM OF UNDERSTANDING**

**A. Definitions**

As used in this Memorandum of Understanding (“MOU” or “Agreement”):

1. “Local Government” shall mean all Iowa Counties (regardless of population) and cities, villages, and towns located within the geographic boundaries of the State of Iowa with a population exceeding 10,000.<sup>1</sup>
2. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU, including amounts obtained under Sections IV and V of the Distributor Master Settlement Agreement and Sections V and VI of the J&J Master Settlement Agreement. Separate amounts allocated to the State as restitution pursuant to Sections IX of the Distributor Master Settlement Agreement and Sections X of the J&J Master Settlement Agreement and amounts for reimbursement of attorneys’ fees and costs as set forth in Sections X of the Distributor Master Settlement Agreement and Section XI of the J&J Master Settlement Agreement and from similar state specific or private attorneys’ fees funds created by other Settlements are not “Opioid Funds.” For avoidance of doubt, payments to the Iowa Backstop Fund will be paid out of Opioid Funds as more specifically set forth in Section D of this MOU.
3. “Opioid Related Expenditure” shall mean an expenditure consistent with the categories enumerated in Exhibit E to the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement found at <https://nationalopioidsettlement.com/> and attached hereto as Exhibit 1.
4. “Parties” shall mean the State of Iowa and Participating Local Governments.
5. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.
6. “Participating Local Government” is any Local Government that agrees to be bound by a Settlement by Participation Agreement necessary to effectuate that Settlement or other similar document.
7. “Settlement” shall mean the negotiated resolution of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been

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<sup>1</sup> The population figures contained in this MOU shall be derived from the published U.S. Census Bureau’s population estimates for July 1, 2019, released May 2020 as set for in the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement.

jointly entered into by the Parties. For avoidance of doubt, a Settlement shall not include (i) any negotiated resolution of legal or equitable claims between the State and a Supply Chain Participant that is unrelated to the claims at issue in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio or (ii) any negotiated resolution of legal or equitable claims between the State and a Supply Chain Participant that requires the Parties to allocate settlement proceeds in a specific manner or using specified allocation percentages inconsistent with this MOU

8. “Master Settlement Agreement” shall mean the agreements documenting a Settlement. For the purposes of this MOU the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement found at <https://nationalopioidsettlement.com/> are Master Settlement Agreements under the meaning of this MOU.
9. “State” shall mean the State of Iowa.

#### **B. Allocation of the Opioid Settlement Proceeds**

1. Opioid Funds shall be allocated as follows: (i) 50% to the Iowa Abatement Fund (“Iowa Abatement Share”) and (ii) 50% to Participating Local Governments, less fees and costs allocated to the Iowa Backstop Fund as set forth in Section D (“LG Abatement Share”).
2. The Participating Local Governments may elect to use a Settlement Administrator (“Settlement Administrator”) to receive and distribute Opioid Funds allocated to the LG Abatement Share pursuant to this MOU.
3. Opioid Funds shall not be considered funds of the Iowa Abatement Fund or any Local Government unless and until such time as an allocation is made to the Iowa Abatement Fund or any Participating Local Government pursuant to this Section.
4. The LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the National Negotiation Class Formula, in the amounts set forth on Exhibit 2 (“Direct Distribution Amount”).
5. A County may elect to forego its Direct Distribution Amount by notifying the Settlement Administrator in writing of its decision. If a County makes an election to forego its Direct Distribution Amount, that amount reverts to the LG Abatement Share unless the County specifically designates that its share should revert to the Iowa Abatement Share.
6. Except as provided herein, nothing shall prohibit a County from sub-allocating any portion of its Direct Distribution Amount to the Iowa Abatement Fund or to a City that is a Participating Local Government within its jurisdiction provided, however, that the Iowa Abatement Fund or City must expend any such sub-allocation only on an Opioid Related Expenditure.

7. If a County sub-allocates Opioid Funds to a City within its jurisdiction, such suballocation shall be made according to an agreement between the County and the City requiring the use of the suballocated funds for an Opioid Related Expenditure and further providing that a use of funds inconsistent with an Opioid Related Expenditure shall make the funds subject to recoupment and otherwise disqualify the City from a future sub-allocation.
8. Except as provided herein, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to this MOU . The Parties agree that at least 75% of the Iowa Abatement Share and the LG Abatement Share shall be utilized for only the “Core Strategies” listed in Schedule A of Exhibit 1 to this MOU.
9. The Parties may use up to 2.5% of the Iowa Abatement Share and the LG Abatement Share for administrative costs for Opioid Related Expenditures.

**C. Compliance Reporting and Accountability**

1. Every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity’s Direct Distribution Amount, called the “LG Abatement Fund.” Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government. A Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government.
2. Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures. For avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement.
3. Each LG Abatement Fund shall be subject to audit in a manner consistent with Code of Iowa §§331.402(2)(i) and 11.6. Any such audit shall be a financial and performance audit to ensure that the LG Abatement Fund disbursements are consistent with the terms of this MOU. If any such audit reveals an expenditure inconsistent with the terms of this MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure.
4. Reporting
  - a. Each Participating Local Government that receives a Direct Distribution Amount must prepare and file a public annual report describing the expenditure of its Direct Distribution Amount. The report shall include, though is not limited to, a

narrative description of the funded programs; the dollar amount provided; and progress and/or outcomes of funded programs. Participating Local Governments may work together to prepare and file joint reports if they so choose.

- b. A Participating Local Government taking a suballocation of some amount of its Direct Distribution Amount pursuant to Section B(7) is responsible for including the expenditure of those funds and outcomes from those expenditures in the annual report required by Section C(4)(a), above.
  - c. The State may utilize the reports in order to report to the public on the use and effectiveness of the Opioid Funds in addressing the opioid crisis in Iowa.
5. Two or more Participating Local Governments may combine their respective Direct Distribution Amounts.
  6. Nothing shall prohibit Participating Local Governments from acting alone or together pursuant to Paragraph 5 or from entering into an agreement(s) relating to the securitization of Opioid Funds (and any allocation thereof) that are scheduled under a Settlement to be paid at a future date.
  7. Pursuant to Section B of this MOU the Iowa Abatement Fund and all Participating Local Governments shall use 100% of the Iowa Abatement Share and the LG Abatement Share for Opioid Related Expenditures.

#### **D. Payment of Counsel and Opioid Litigation Expenses**

1. Sixty-six of the Participating Local Governments (“Litigating Local Governments”) have contracted with outside counsel (“Counsel”) for representation in litigation against certain Pharmaceutical Supply Chain Participants and Counsel has been representing some of those entities since 2018. The Litigating Local Governments are set forth on Exhibit 2. In consideration for Counsel’s representation, each of the Litigating Local Governments entered into a contract with its Counsel for a 25% contingency fee applied to each Litigating Local Government’s recovery.
2. The Distributor Master Settlement Agreement and the J&J Master Settlement Agreement provide for the payment of attorneys’ fees and legal expenses owed by States and Participating Local Governments to outside counsel retained for litigation against the Defendants in those agreements. To effectuate this, the Court in the MDL Litigation has established a fund to compensate attorneys for services rendered and expenses incurred that have benefitted plaintiffs generally in the litigation (the “National Attorney Fee Fund”).
3. Counsel for the Litigating Local Governments intends to make application to the National Attorney Fee Fund. Because there is still uncertainty regarding what Counsel will recover as compensation for the large volume of work done and the large out of pocket expense of the Litigation, and whereas the Litigating Local Governments desire

- to fairly compensate Counsel for the work done on behalf of Litigating Local Governments, the Parties agree that the Participating Local Governments will create an Iowa attorneys' fees and costs fund (the "Iowa Backstop Fund") to compensate Counsel only in the event Counsel does not recover from the National Attorney Fee Fund an amount equal to 15 % of the LG Abatement Share attributable to the Litigating Local Governments, less any amounts a Litigating Local Government suballocates to one or more Cities within its jurisdiction ("Net Direct Distribution Amount"). For the avoidance of doubt, collectively, Counsel are limited to being paid, at most, and assuming adequate funds are available under the National Attorney Fee Fund and the Iowa Backstop Fund, attorneys' fees totaling fifteen percent (15%) of the total Net Direct Distribution Amount for all Litigating Local Governments.
4. Counsel must first seek recovery at the National Attorney Fee Fund before applying to the Iowa Backstop Fund and may not recover from the Iowa Backstop Fund any amounts recovered at the National Attorney Fee Fund.
  5. Counsel can seek payment from the Iowa Backstop Fund only for the difference between what they have collected from the National Attorney Fee Fund and the amount to which they are entitled under Paragraph D(3), above.
  6. If Counsel receives fees/costs for common benefit work from the National Attorney Fee Fund, when determining "amounts recovered" for purposes of this Section D, those fees/costs received from the National Attorney Fee Fund for common benefit work will be allocated proportionately across all of their local governmental clients based on the Negotiation Class Model to allocate the appropriate portion to Iowa Litigating Local Governments.
  7. The Iowa Backstop Fund shall be funded as follows: from the Opioid Funds Allocated to Participating Local Governments pursuant to this MOU, the Settlement Administrator shall deposit in the Iowa Backstop Fund an amount equal to 15% of the total Net Direct Distribution Amount for all Litigating Local Governments and distribute the remainder of the funds allocated to Participating Local Governments as set forth in Section B above. No funds from the Iowa Abatement Share shall be used to pay attorneys' fees and no funds from the Iowa Abatement Share shall be paid to the Iowa Backstop Fund.
  8. Any funds remaining in the Iowa Backstop Fund in excess of the amounts needed to cover the deficiency in attorneys' fees as provided in this Section shall revert back to the LG Abatement Share and shall be allocated to the Participating Local Governments as provided in Section B.
  9. The Settlement Administrator shall be responsible for receiving requests for and allocating payments to Counsel from the Iowa Backstop Fund. Counsel seeking payment from the Iowa Backstop Fund shall provide all documents and information required and/or sought by the Settlement Administrator.

10. The Settlement Administrator is authorized to provide information regarding requests for and payment from the Iowa Backstop Fund to the Attorney General, upon request.
11. The Iowa Backstop Fund will not be funded by proceeds from any resolution in the matter of *In re Purdue Pharma L.P., et. al.*, Docket No. 19-23649 in the Bankruptcy Court for the Southern District of New York.

**E. Minimum Participation**

1. This Agreement shall become effective at the time when Litigating Local Governments comprising 95% of the total Litigating Local Government population and Local Governments comprising 80% of the total population of eligible Primary Subdivisions as defined and described in in the Settlement Agreements with a population over 30,000 people sign this MOU (“MOU Effective Date”).
2. For avoidance of doubt, a list of the Litigating Local Governments and eligible Primary Subdivisions with a population over 30,000 people whose participation is required to achieve the MOU Effective Dates as set forth above is attached hereto as Exhibit 3.

**F. Other Terms**

1. The Parties agree to make such amendments as necessary to implement the intent of this agreement. After this Agreement becomes effective, amendments may only be made to this Agreement if approved in writing by the Attorney General and at least 51% of the Participating Local Governments.
2. This Agreement shall be governed by and construed under the laws of the State of Iowa using Iowa law. Any action related to the provisions of this Agreement, except as otherwise provided in the Master Settlement Agreements or Future Resolutions, must be adjudicated by the Iowa state courts of Polk County in the State of Iowa.
3. This Agreement does not supersede or alter the terms of the Master Settlement Agreements except to the extent those terms allow for a State-Subdivision Agreement to do so.
4. If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this Agreement.

- 6. Each person signing this Agreement represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the named governmental entity, and that all necessary.

**IN WITNESS WHEREOF**, the parties hereby execute this MOU as of the date set forth below.

**ON BEHALF OF THE STATE OF IOWA:**

\_\_\_\_\_ Date: \_\_\_\_\_  
 Attorney General Thomas J. Miller

**ON BEHALF OF THE LOCAL GOVERNMENTS:**

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# Exhibit 1

**EXHIBIT E****List of Opioid Remediation Uses****Schedule A  
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).<sup>14</sup>

**A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

**B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

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<sup>14</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

## Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

### PART ONE: TREATMENT

#### A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>15</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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<sup>15</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED**  
**(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARF*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
  7. Increasing electronic prescribing to prevent diversion or forgery.
  8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

## Exhibit 2 - Direct Distribution Percentages

	99	66	100%
Local Government	County	Litigating Entity	% of LG bucket
<i>Adair County</i>	Adair	Yes	0.256%
<i>Adams County</i>	Adams	Yes	0.112%
<i>Allamakee County</i>	Allamakee	Yes	0.446%
<i>Appanoose County</i>	Appanoose	Yes	0.532%
<i>Audubon County</i>	Audubon	Yes	0.121%
<i>Benton County</i>	Benton	Yes	0.519%
<i>Black Hawk County</i>	Black Hawk	Yes	3.342%
<i>Boone County</i>	Boone		0.823%
<i>Bremer County</i>	Bremer	Yes	0.731%
<i>Buchanan County</i>	Buchanan	Yes	0.377%
<i>Buena Vista County</i>	Buena Vista	Yes	0.327%
<i>Butler County</i>	Butler		0.271%
<i>Calhoun County</i>	Calhoun	Yes	0.189%
<i>Carroll County</i>	Carroll	Yes	0.603%
<i>Cass County</i>	Cass		0.336%
<i>Cedar County</i>	Cedar	Yes	0.366%
<i>Cerro Gordo County</i>	Cerro Gordo	Yes	1.630%
<i>Cherokee County</i>	Cherokee	Yes	0.238%
<i>Chickasaw County</i>	Chickasaw	Yes	0.243%
<i>Clarke County</i>	Clarke		0.305%
<i>Clay County</i>	Clay	Yes	0.296%
<i>Clayton County</i>	Clayton	Yes	0.457%
<i>Clinton County</i>	Clinton	Yes	1.459%
<i>Crawford County</i>	Crawford		0.331%
<i>Dallas County</i>	Dallas	Yes	1.478%
<i>Davis County</i>	Davis		0.154%

<i>Decatur County</i>	Decatur		0.253%
<i>Delaware County</i>	Delaware	Yes	0.302%
<i>Des Moines County</i>	Des Moines	Yes	1.568%
<i>Dickinson County</i>	Dickinson		0.332%
<i>Dubuque County</i>	Dubuque		2.745%
<i>Emmet County</i>	Emmet	Yes	0.175%
<i>Fayette County</i>	Fayette	Yes	0.528%
<i>Floyd County</i>	Floyd		0.329%
<i>Franklin County</i>	Franklin		0.211%
<i>Fremont County</i>	Fremont	Yes	0.205%
<i>Greene County</i>	Greene		0.358%
<i>Grundy County</i>	Grundy		0.323%
<i>Guthrie County</i>	Guthrie		0.231%
<i>Hamilton County</i>	Hamilton	Yes	0.350%
<i>Hancock County</i>	Hancock	Yes	0.190%
<i>Hardin County</i>	Hardin	Yes	0.449%
<i>Harrison County</i>	Harrison	Yes	0.618%
<i>Henry County</i>	Henry	Yes	0.445%
<i>Howard County</i>	Howard	Yes	0.171%
<i>Humboldt County</i>	Humboldt	Yes	0.193%
<i>Ida County</i>	Ida	Yes	0.168%
<i>Iowa County</i>	Iowa		0.266%
<i>Jackson County</i>	Jackson		0.549%
<i>Jasper County</i>	Jasper	Yes	1.678%
<i>Jefferson County</i>	Jefferson		0.573%
<i>Johnson County</i>	Johnson	Yes	3.822%
<i>Jones County</i>	Jones	Yes	0.388%
<i>Keokuk County</i>	Keokuk	Yes	0.198%
<i>Kossuth County</i>	Kossuth		0.348%
<i>Lee County</i>	Lee	Yes	1.459%
<i>Linn County</i>	Linn		7.329%
<i>Louisa County</i>	Louisa		0.336%

<i>Lucas County</i>	Lucas		0.330%
<i>Lyon County</i>	Lyon	Yes	0.162%
<i>Madison County</i>	Madison	Yes	0.403%
<i>Mahaska County</i>	Mahaska	Yes	0.716%
<i>Marion County</i>	Marion	Yes	1.179%
<i>Marshall County</i>	Marshall		1.036%
<i>Mills County</i>	Mills	Yes	0.495%
<i>Mitchell County</i>	Mitchell	Yes	0.190%
<i>Monona County</i>	Monona		0.446%
<i>Monroe County</i>	Monroe	Yes	0.216%
<i>Montgomery County</i>	Montgomery	Yes	0.531%
<i>Muscatine County</i>	Muscatine	Yes	1.061%
<i>O'Brien County</i>	O'Brien	Yes	0.235%
<i>Osceola County</i>	Osceola	Yes	0.145%
<i>Page County</i>	Page		0.582%
<i>Palo Alto County</i>	Palo Alto		0.167%
<i>Plymouth County</i>	Plymouth	Yes	0.445%
<i>Pocahontas County</i>	Pocahontas	Yes	0.117%
<i>Polk County</i>	Polk	Yes	22.811%
<i>Pottawattamie County</i>	Pottawattamie	Yes	3.615%
<i>Poweshiek County</i>	Poweshiek	Yes	0.475%
<i>Ringgold County</i>	Ringgold		0.120%
<i>Sac County</i>	Sac	Yes	0.220%
<i>Scott County</i>	Scott	Yes	8.861%
<i>Shelby County</i>	Shelby	Yes	0.286%
<i>Sioux County</i>	Sioux	Yes	0.410%
<i>Story County</i>	Story		2.166%
<i>Tama County</i>	Tama	Yes	0.345%
<i>Taylor County</i>	Taylor	Yes	0.178%
<i>Union County</i>	Union	Yes	0.463%
<i>Van Buren County</i>	Van Buren		0.153%
<i>Wapello County</i>	Wapello		1.003%

<b><i>Warren County</i></b>	Warren		1.332%
<b><i>Washington County</i></b>	Washington		0.554%
<b><i>Wayne County</i></b>	Wayne		0.244%
<b><i>Webster County</i></b>	Webster	Yes	1.596%
<b><i>Winnebago County</i></b>	Winnebago	Yes	0.234%
<b><i>Winneshiek County</i></b>	Winneshiek	Yes	0.367%
<b><i>Woodbury County</i></b>	Woodbury		2.566%
<b><i>Worth County</i></b>	Worth	Yes	0.235%
<b><i>Wright County</i></b>	Wright	Yes	0.281%

# Exhibit 3

Litigating Subdivisions		
Subdivision	Population	Percentage of Litigating Subdivision Population
Adair	7,152	0.329%
Adams	3,602	0.166%
Allamakee	13,687	0.630%
Appanoose	12,426	0.572%
Audubon	5,496	0.253%
Benton	25,645	1.181%
Black Hawk	131,228	6.041%
Bremer	25,062	1.154%
Buchanan	21,175	0.975%
Buena Vista	19,620	0.903%
Calhoun	9,668	0.445%
Carroll	20,165	0.928%
Cedar	18,627	0.857%
Cerro Gordo	42,450	1.954%
Cherokee	11,235	0.517%
Chickasaw	11,933	0.549%
Clay	16,016	0.737%
Clayton	17,549	0.808%
Clinton	46,429	2.137%
Dallas	93,453	4.302%
Delaware	17,011	0.783%
Des Moines	38,967	1.794%
Emmett	9,208	0.424%
Fayette	19,650	0.905%
Fremont	6,960	0.320%
Hamilton	14,773	0.680%
Hancock	10,630	0.489%
Hardin	16,846	0.775%
Harrison	14,049	0.647%
Henry	19,954	0.919%
Howard	9,158	0.422%
Humboldt	9,558	0.440%
Ida	6,860	0.316%
Jasper	37,185	1.712%
Johnson	151,140	6.957%
Jones	20,681	0.952%
Keokuk	10,246	0.472%
Lee	33,657	1.549%
Lyon	11,755	0.541%
Madison	16,338	0.752%
Mahaska	22,095	1.017%
Marion	33,253	1.531%

Mills	15,109	0.696%
Mitchell	10,586	0.487%
Monroe	7,707	0.355%
Montgomery	9,917	0.457%
Muscatine	42,664	1.964%
O'Brien	13,753	0.633%
Osceola	5,958	0.274%
Plymouth	25,177	1.159%
Pocahontas	6,619	0.305%
Polk	490,161	22.564%
Pottawattamie	93,206	4.291%
Poweshiek	18,504	0.852%
Sac	9,721	0.447%
Scott	172,943	7.961%
Shelby	11,454	0.527%
Sioux	34,855	1.604%
Tama	16,854	0.776%
Taylor	6,121	0.282%
Union	12,241	0.563%
Webster	35,904	1.653%
Winnebago	10,354	0.477%
Winneshiek	19,991	0.920%
Worth	7,381	0.340%
Wright	12,562	0.578%
<b>TOTAL</b>	<b>2,172,334</b>	<b>100%</b>
<b>95% of Total</b>	<b>2,063,717.30</b>	<b>95%</b>

Primary Subdivisions Over 30,000 Population		
Subdivision	Population	Percentage of Primary Subdivision Over 30,000 Population
Ames City	66,258	2.02%
Ankeny City	67,355	2.05%
Bettendorf City	36,543	1.11%
Black Hawk	131,228	3.99%
Cedar Falls City	40,536	1.23%
Cedar Rapids City	133,562	4.07%
Cerro Gordo	42,450	1.29%
Clinton	46,429	1.41%
Council Bluffs City	62,166	1.89%
Dallas	93,453	2.84%
Davenport City	101,590	3.09%
Des Moines	214,237	6.52%
Des Moines City	38,967	1.19%
Dubuque City	57,882	1.76%
Dubuque County	97,311	2.96%
Iowa City	75,130	2.29%

Jasper	37,185	1.13%
Johnson	151,140	4.60%
Lee	33,657	1.02%
Linn County	226,706	6.90%
Marion	40,359	1.23%
Marion City	33,253	1.01%
Marshall County	39,369	1.20%
Muscatine	42,664	1.30%
Polk	490,161	14.92%
Pottawattamie	93,206	2.84%
Scott	172,943	5.26%
Sioux	82,651	2.52%
Sioux City	34,855	1.06%
Story County	97,117	2.96%
Urbandale City	44,379	1.35%
Wapello County	34,969	1.06%
Warren County	51,466	1.57%
Waterloo City	67,328	2.05%
Webster	35,904	1.09%
West Des Moines City	67,899	2.07%
Woodbury County	103,107	3.14%
<b>TOTAL</b>	<b>3,285,415</b>	<b>100%</b>
<b>80% of Total</b>	<b>2,628,332</b>	<b>80%</b>

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

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A  
SUBDIVISION DISTRIBUTOR SETTLEMENT PARTICIPATION FORM, A  
SUBDIVISION JANSSEN SETTLEMENT PARTICIPATION FORM, AND AN  
IOWA OPIOID ALLOCATION MEMORANDUM OF UNDERSTANDING, ALL  
RELATED TO SETTLEMENT OF OPIOID LITIGATION**

**WHEREAS**, there currently exists a nationwide health crisis involving the misuse of opioids, including in Cedar Falls; and

**WHEREAS**, the public cost of the opioid epidemic in Cedar Falls and elsewhere is very significant; and

**WHEREAS**, the State of Iowa and many Iowa counties as well as states and local subdivisions all over the country have brought lawsuits against manufacturers and distributors of prescription opioids; and

**WHEREAS**, a settlement of said litigation has been proposed by the three largest distributors and one manufacturer of prescription opioids with settlement proceeds being made available to abate the costs of the epidemic; and

**WHEREAS**, the City of Cedar Falls has been requested to participate in said settlement; and

**WHEREAS**, it is determined that it is in the best interest of Cedar Falls as well as the Cedar Valley for Cedar Falls to participate in said settlement; and

**WHEREAS**, it is a condition of participation in said settlement that the Subdivision Distributor Settlement Participation Form, the Subdivision Janssen Settlement Participation Form and the IOWA OPIOID ALLOCATION MEMORANDUM OF UNDERSTANDING, all attached, be approved.

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

1. That the attached Subdivision Distributor Settlement Participation Form, incorporated herein by this reference, is hereby approved and confirmed in all respects. The Mayor and City Clerk are hereby authorized, empowered and directed to execute said Form on behalf of the City of Cedar Falls, Iowa.

2. That the attached Subdivision Janssen Settlement Participation Form, incorporated herein by this reference, is hereby approved and confirmed in all respects. The Mayor and City Clerk are hereby authorized, empowered and directed to execute said Form on behalf of the City of Cedar Falls, Iowa.

3. That the attached IOWA OPIOID ALLOCATION MEMORANDUM OF UNDERSTANDING, incorporated herein by this reference, including all Exhibits, is hereby approved and confirmed in all respects. The Mayor and City Clerk are hereby authorized,

empowered and directed to execute said Memorandum of Understanding on behalf of the City of Cedar Falls, Iowa.

**PASSED AND APPROVED** this 20th day of December, 2021.

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

**ATTEST:**

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



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

**MEMORANDUM**  
Financial Services Division

**TO:** Mayor Green and City Council  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** December 13, 2021  
**SUBJECT:** Office Supply and Copy Paper Agreement - Amendment #1

The City of Cedar Falls entered into an Office Supply and Copy Paper agreement July 2021 with Office Express/Office Products. They provide office supplies and copy paper to all departments of the City for the three-year period from July 1, 2021 to June 30, 2024.

Office Express has contacted the City and due to global supply chain crisis they have experienced price increases over the past year, but have held our pricing firm due to our agreement. They have stated that copy paper is by far the most volatile product in the industry. Due to this fact, they will not hold to our current fixed pricing for 8.5" x 11" copy paper at \$28.99/case. They project increases for the remainder of the agreement with a maximum price of \$37.99/case. Office Express also stated that as the market stabilizes and if prices decline, they will pass these decreases on to customers immediately.

I have enclosed an amended agreement with Office Express/Office Products to reflect the change in the cost of a case of 8.5" x 11" copy paper. The cost of all other products on in the agreement will remain unchanged.

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

cc: Jennifer Rodenbeck, Director of Finance & Business Operations

CITY OF CEDAR FALLS, IOWA  
 GENERAL TERMS AND CONDITIONS  
 OFFICE SUPPLY & COPY PAPER PRODUCT AGREEMENT

Contract Amendment #1 – 12/20/21

This Agreement is by and between Laser Tech. USA, Inc. d/b/a Office Express / Office Products ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" and Exhibit "B" attached.

1.2. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.3 The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All Core Listing prices are shown on Exhibit "B" attached. All Core Listing prices must remain firm for the duration of this Agreement **with the exception of the pricing for a case of 8.5" x 11" copy paper. (See Exhibit B for amended pricing)**

2.2. After inspection (if applicable) and acceptance by the City of Products, City shall pay Contractor in accordance with the payment terms set forth in 2.3.

2.3. Following acceptance of Products by the City, payment shall be made to the Contractor within 45 days of receipt of a proper invoice. The invoice shall be invoiced to each City department or division separately and shall be mailed or emailed to the department/division authorized representative of the City, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor.

2.5. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

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

3.0. Taxes.

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

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

4.0. Use of Documents

4.1. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such

information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

#### 5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Products which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

#### 6.0. Warranties.

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

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

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

#### 7.0. Disputes.

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

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

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

#### 8.0. Indemnification.

8.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to

any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

8.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 above, and shall survive the termination of this Agreement.

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

9.0. Compliance with Laws and Regulations.

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

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

10.0. Independent Contractor.

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

11.0. Non-Collusion.

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

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

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

12.0. Nondiscrimination and Equal Opportunity.

12.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

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

13.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall

participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

14.0. Force Majeure.

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

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

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

15.0. Assignment.

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

16.0. Governing Law.

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

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

17.0. Discrepancy.

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

18.0. Public Record.

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

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

18.3. Notwithstanding Sections 18.1 and 18.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to

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

19.0. Debarment.

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

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

20.0. Entire Agreement.

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

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

21.0. Extension of Agreement.

This agreement may be extended for another two-year period if agreed upon by both parties.

22.0. Notices.

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

City:

Name: Lisa Roeding

Title: Controller / City Treasurer

Address: 220 Clay Street  
Cedar Falls, IA 50613

Telephone: (319) 273-8600

Email: lisa.roeding@cedarfalls.com

Contractor:

Firm: Laser Tech. USA, Inc. dba Office Express /  
Office Products

Name: Benjamin Keel

Title: Vice President of Sales & Operations

Address: 319 Broadway Street  
Waterloo, IA 50703

Telephone: (319)363-9426

Email: bkeel@officeexpress.us

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

CONTRACTOR

LASER TECH. USA, INC., d/b/a OFFICE CONCEPTS / OFFICE PRODUCTS

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

Its: Benjamin Keel, V.P. Sales & Operations

Date: 12/9/21

CITY OF CEDAR FALLS, IOWA

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

Robert M. Green, Mayor

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

Jacqueline Danielsen, MMC, City Clerk

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

## EXHIBIT A

### SCOPE OF OFFICE SUPPLY & COPY PAPER PRODUCTS

1. Contractor shall provide office supply and paper products to each department for the City of Cedar Falls for the period of July 1, 2021 – June 30, 2024, with a 3-year pricing guarantee on core list of products in Exhibit B and a 15-20% discounted pricing structure on non-core items. **Pricing amendment for case of 8.5" x 11" copy paper effective 12/20/21.**
2. City staff will purchase online via [OfficeExpress.us](https://OfficeExpress.us) and have orders delivered to their department/division city location. For this ordering method the employee will be given an online user ID. Purchases made via [Order.OfficeExpress.us](https://Order.OfficeExpress.us) will have a discounted contract pricing shown on the website.
3. There will be no delivery charges for traditional office supply products, including copy paper products. Should any item warrant any delivery charge, the respective department will be contacted, and approval given – in writing – prior to the order being processed and billed to the City.
4. Contractor shall provide each individual department/division separate billings for office supply products and copy paper products, as well as new sale catalogs, annually.
5. Contractor shall provide a full credit and no restocking fee to City on all returns for products that are in their original packaging and in sellable condition. Contractor shall provide a full credit and no restocking fee to City on all returns for products that are returned within 30 calendar days of delivery and/or products that are returned due to damage, incorrectly shipped, or due to a vendor's order entry error.

EXHIBIT B

CORE OFFICE SUPPLY & COPY PAPER PRODUCTS PRICES

ITEM DESCRIPTION	Brand	UNIT	UNIT PRICE
Adding Machine Receipt Rolls - 2 1/4" White x 150' 12/pk	Generic	dozen	4.15
Correction Tape, White 1 pk	Tombow	dispenser	1.35
Correction Tape, White 10pk;	Tombow	pkg	15.88
Correction Fluid, White	Paper Mate	bottle	2.47
Paper Clip #1 Non Skid	Sparco	box	1.52
Paper Clip #1 smooth	Sparco	box	0.15
Paper Clip Jumbo smooth	Sparco	box	0.45
Binder Clip, 3/4"	Generic	dozen	0.09
Binder Clip, 1 1/4"	Generic	dozen	0.40
Binder Clip, 2"	Generic	dozen	0.98
UNI-Ball Onyx Rolling ball .5mm Blue	UNI-ball	dozen	4.95
UNI-Ball Onyx Rolling ball .5mm Black	UNI-ball	dozen	4.96
UNI-Ball Vision Roller ball .5mm Red	UNI-ball	each	1.99
Pilot, EasyTouch Pens- Fine Point Black	Pilot	dozen	6.78
Pilot, G2 Gel Ink pen- 0.7 mm Red	Pilot	dozen	9.99
BIC Round Stic Comfort Grip Med. Blue frosted barrel	Bic	dozen	1.92
UNI-Ball Vision Needle Black	UNI-ball	dozen	16.98
Pentel RSVP Ballpoint fine point pen - black	Pentel	dozen	7.99
Pentel EnerGel X gel pen, 1.0mm blue	Pentel	dozen	14.49
Pentel Refill Lead HB.5 mm	Pentel	box	8.55
Pentel Refill Lead HB.5 mm	Pentel	Tube	0.65
Pencil, #2 Medium	Generic	dozen	0.70
Dryerase, Expo Marker; 4 color	Expo	pkg	3.95
Dryerase, Expo Marker; black	Expo	dozen	10.25

Sharpie Major Accent Highlighter, Yellow	Sharpie	dozen	4.96
Sharpie Permanent Marker, Black/chisel	Sharpie	dozen	9.97
Sharpie Marker, Black Fine	Sharpie	dozen	6.25
Rubber Bands, #16	Generic	box	3.79
Rubber Bands, #84	Generic	box	2.71
Rubber Bands, #33	Generic	box	2.20
Tape, scotch, 3/4" x 83.33 10/pkg	Scotch	pkg	18.31
Tape, Sealing, 1-7/8 x 54.6 yd; 6 pk	Sparco	pkg	6.99
Standard Staples - 210 per strip; 5000 per box	Swingline	box	0.94
Post-it Note 1-1/2 x 2 12/pkg	Generic	pkg	0.88
Post-it Lined Pad 4 x 6 12/pkg	Generic	pkg	5.44
Post-it Note 3 x 3 12/pkg universal brand	Generic	pkg	1.77
Post-it Note 1-1/2 x 2 12/pkg	Post-it	pkg	4.62
Post-it Note 3 x 3 12/pkg	Post-it	pkg	9.97
Post-it Note Super Sticky 3 x 3 4/pkg	Post-it	pkg	7.25
Post-it Note 3 x 5 5/pkg	Post-it	pkg	7.68
Post-it Lined Pad 4 x 6 3/pkg	Post-it	pkg	8.22
Post-it Flags, Sign Here 1" Red 80/pkg	Post-it	pkg	2.99
Post-it Flags, 1" standard, bright 100/pkg	Post-it	pkg	3.02
Post-it Flags, 1/2" Arrow, assorted 4 colors	Post-it	pkg	2.12
Post-it Flags, 1/2" standard, assorted 4 colors; 140/ct	Post-it	pkg	3.96
Legal Pad Ruled junior, 5 x 8	Tops	dozen	4.25
Legal Pad Ruled, 8-1/2 x 11	Tops	dozen	7.24
Legal Pad Ruled, 8-1/2 x 14	Tops	dozen	11.95
Top load sheet projector 8.5" x 11; 100/ct	Generic	each	3.92
Binder, D-3-Ring, 8-1/2 x 11, 1" Black	Generic	each	2.29
Binder, D-3-Ring, 8-1/2 x 11, 1-1/2" Black	Generic	each	3.49
Binder, D-3-Ring, 8-1/2 x 11, 2" Black	Generic	each	4.77
Binder, D-3-Ring, 8-1/2 x 11, 3" Black	Generic	each	4.59

Binder, D-3-Ring, 8-1/2 x 11, 4" Black	Generic	each	5.15
Comb Binder 3/4" 100/pk	Fellowes	pkg	12.20
Reinforcements, Ring	Avery	box	0.79
Binder Index Dividers, blank 5 tab clear,	Avery	set	0.39
Binder Index Dividers, blank 8 tab clear,	Avery	set	0.64
Laser Mailing Labels - Mailing 2 x 4.2, 1000 box	Avery	pkg	27.99
Laser Mailing Labels - Easy Peel 8460 1 x 2-5/8, 30/sheet 3000 box	Avery	box	23.55
Envelope, Redistrip 6 x 9 white; 100 box	Quality Park	box	13.47
Envelope, self stick 6 x 9 light brown; 100 box	Quality Park	box	12.25
Envelope, Redi Seal 9 x 12 Kraft; 100/box	Quality Park	box	16.44
Envelope, Redi-seal 10 x 13 KFT; 250/box	Quality Park	box	37.99
Envelope, self stick 10 x 13 light brown; 250/box	Quality Park	box	40.99
Envelope, Redi-strip 9" x 12" light brown; 100/box	Quality Park	box	14.88
Index Cards, 3 x 5, Plain White	Generic	pack	0.45
Index Cards, 4 x 6, ruled White	Generic	pack	0.62
Redrope/kraft File Pocket Letter 8.5" x 11" top 3.5" expansion	Smead	box	22.99
File Folder, Letter, 1/5 Cut 100/box	Generic	box	6.95
File Folder, Letter, 1/3 Cut 100/box	Generic	box	3.95
File Folder, Legal, 1/3 Cut 100/box	Smead	box	11.77
File Folder, Letter, Hanging 1/3 tab 25/box	Generic	box	4.95
File Folders, Legal - Hanging 1/5 25/box	Generic	box	4.99
Tabs, Plastic, Hanging Folder	Generic	pack	0.92
IBM Wheel Writer - Typewriter Correction tape	IBM Lexmark	pack	4.49
IBM Wheel Writer - Typewriter ribbon	Generic	pack	2.93
Canned Air - Duster 6/pk	Generic	pack	13.94
Lamination Pouch Menu Size 3ML, 100/box	Swingline GBC	each	75.99
Lamination Pouch Letter Size 3ML; 100/box	Swingline GBC	each	34.95
Purell Sanitizer 12oz pump	Gojo Purell	each	3.95

Purell Sanitizer Econ 2L	Gojo Purell	each	18.95
Dayminder Monthly Planner 6.88" x 8.75" 1-year AAG-G400-0	At-a-glance	each	7.49
Monthly Planner Refills 6.88" x 8.75" 1yr AAG-G545-50	At-a-glance	each	13.99
Daily Desk Calendar Refill AAG-E717-50	At-a-glance	each	1.95
Receipt Paper Rolls 3 1/4" x 240' - single ply 5/pk	PM Company	each	9.95
PM Perfection Thermal Print Receipt Paper - 2 1/4" x 55'; 50/carton	Sparco	each	19.25
Copy Paper; 11"x17", 92 bright, 20#		ream	8.59
Copy Paper; 11"x17", 92 bright, 20#		case	35.48
Copy Paper; 8 1/2" x 11"; Blue		ream	4.70
Copy Paper; 8 1/2" x 11"; Canary		ream	4.70
Copy Paper; 8 1/2" x 11"; Green		ream	4.70
Copy Paper; 8 1/2" x 11"; Orchid		ream	4.70
Copy Paper; 8 1/2" x 11"; Pink		ream	4.70
Copy Paper; 8-1/2"x11", 92 bright,20#		case	28.99
Copy Paper; 8-1/2"x14", 92 bright,20#		ream	5.08
Copy Paper; 8-1/2"x14", 92 bright,20#		case	44.94
Delivery			No Charge

ITEM DESCRIPTION	UNIT	ESTIMATED USAGE	UNIT PRICE	Office Express	
				EXTENDED	Price
Copy Paper; 11"x17", 92 bright, 20#	ream	25	\$ 8.59	\$	214.75
Copy Paper; 11"x17", 92 bright, 20#	case	12	\$ 35.48	\$	425.76
Copy Paper; 8 1/2" x 11"; Blue	ream	15	\$ 4.70	\$	70.50
Copy Paper; 8 1/2" x 11"; Canary	ream	15	\$ 4.70	\$	70.50
Copy Paper; 8 1/2" x 11"; Green	ream	15	\$ 4.70	\$	70.50

Copy Paper; 8 1/2" x 11"; Orchid	ream	15	\$ 4.70	\$	70.50
Copy Paper; 8 1/2" x 11"; Pink	ream	15	\$ 4.70	\$	70.50
<b>Copy Paper; 8-1/2"x11" , 92 bright,20#</b>	<b>case</b>	<b>300</b>	<b>\$ **</b>	<b>\$</b>	<b>**</b>
Copy Paper; 8-1/2"x14" , 92 bright,20#	ream	25	\$ 5.08	\$	127.00
Copy Paper; 8-1/2"x14" , 92 bright,20#	case	25	\$ 44.94	\$	1,123.50
<b>Total Estimated Price</b>				<b>\$</b>	<b>13,640.51</b>

**\*\* Contract amendment effective 12/20/21 with City Council approval: Case of 8.5" x 11" copy paper pricing will change from \$28.99/case to \$34.95/case. For the remainder of the contract, through 6/30/2024, price may increase incrementally 4% increases with a not to exceed price of \$37.99/case.**



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
 www.cedarfalls.com

### MEMORANDUM

*Administration Division*

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** December 13, 2021  
**SUBJECT:** Lease approvals on flood buyout properties

The City has leased vacant parcels of land to nearby neighbors for a number of years. The leases are for three years and then must be renewed, if interest continues. There may also be new leases in-between that time, as any new interest is expressed. At each three-year term, we update any leases, to streamline administration by keeping them on the same timeframe.

Attached to this cover memo are leases requested starting January 1, 2022 – December 31, 2024. The individuals who signed the leases provided the City with the necessary liability insurance coverage in order to utilize the property.

Public Works staff believes 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 Departments of Public Works and Community Development recommend that the City Council approve these leases. Let me know if you have any questions or comments.

xc: Brian Heath, Operation & Maintenance Division Manager  
 Chase Schrage, Director of Public Works  
 JJ Lillibridge, Recreation & Community Programs Manager

**CITY OF CEDAR FALLS  
LEASE**

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

LEASE NO. PK-2022-015 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 ALL LOT 20 EXC W 224.1 FT  
SECOND ADD TO WOODLAWN PLACE W 139.5 FT LOT 20

identified as Parcel Number 9014-36-377-009, 9014-36-377-010, 9014-36-377-012 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

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

Tenant:

As stated above

**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 26, 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 Community Development, 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:

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

Attest:

\_\_\_\_\_  
Jacque Danielsens, CMC, City Clerk

**TENANT**

By:

Dean R Oht  
Signature

Dean R Oht  
Print Name

5313 Caraway Lane # 324  
Address Cedar Falls, Ia 50613

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased









# CERTIFICATE OF LIABILITY INSURANCE

Item 12.

DATE (MM/DD/YYYY)  
09/30/2021

**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).**

<b>PRODUCER</b> Brown-Hurst Insurance Agency, Inc. 1234 12th Street P.O. Box 311 Eldora IA 50627	CONTACT NAME: Dianne Haywood		
	PHONE (A/C, No, Ext): (641) 939-3404	FAX (A/C, No): (641) 939-2561	
	E-MAIL ADDRESS: dianne@bhins.biz		
<b>INSURED</b> Dean R Ohrt 5313 Caraway Ln Apt 324 Cedar Falls IA 50613-8177	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Auto Owners		18988
	INSURER B: Owners Insurance		32700
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** CL2193001353      **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	<b>COMMERCIAL GENERAL LIABILITY</b>			5201881900	10/19/2021	10/19/2022	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> Property and Personal Liability						MED EXP (Any one person) \$ 5000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$
	OTHER:						PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>			5031991801	04/16/2021	04/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 3,000,000
	DED    RETENTION \$			AGGREGATE \$			
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE    OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> City of Cedar Falls Cedar Falls Recreation Center 110 E 13th Street Cedar Falls IA 50613	<b>CANCELLATION</b> 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>



**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-235-008, 8914-02-235-002

LEASE NO. PK-2022-013 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 Rodney Vanderwerf ("Tenant"), whose address for the purpose of this lease is 1003 Cedar Street, 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:

BRUHNS SUBDIVISION OF A PART OF NE QUARTER OF THE NE QUARTER OF SEC 2 T 89 NORTH RANGE 14 WEST OF THE 5TH PM LOT 24  
BRUHNS SUBDIVISION OF A PART OF NE QUARTER OF THE NE QUARTER OF SEC 2 T 89 NORTH RANGE 14 WEST OF THE 5TH PM E 50 FT LOT 25 E 50 FT LOT 26

identified as Parcel Number 8914-02-235-008, 8914-02-235-002 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

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

Tenant:

As stated above

**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 26, 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 Community Development, 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:

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

Attest:

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

**TENANT**

By:

Rodney VanderWerf  
Signature

Rodney VanderWerf  
Print Name

1003 Cedar St Cedar Falls Ia 50613  
Address Phone 319-231-6995

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased









**Nationwide**<sup>®</sup>  
is on your side

**HOMEOWNER POLICY  
DECLARATIONS**  
Non-Assessable

Page 1 of 3

These Declarations are a part of the policy named above and identified by policy number below. They supersede any Declarations issued earlier. Your Homeowner Policy will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. See policy for details regarding the other coverages and additional coverage options.

**Policy Number:**

7214HR054393

**Policyholder:**

**(Named Insured)**

ROD VANDERWERF &  
KATHY LENIUS  
1003 CEDAR ST  
CEDAR FALLS, IA 50613-1305

**Issued:**

DEC 06, 2021

**Policy Period From:**

OCT 26, 2021 to OCT 26, 2022 but only if the required premium for this period has been paid, and only for annual renewal periods if premiums are paid as required. Each period begins and ends at 12:01 A.M. standard time at the Residence Premises.

**Where to access your policy documents**

In order to view, print, or save your policy documents that do not contain personally identifiable information, go to [www.nationwide.com/insurancecontracts](http://www.nationwide.com/insurancecontracts) on your Internet browser and enter your policy number. You can get hard copies of your documents mailed or emailed to you free of charge by calling 877-ON-YOUR-SIDE ® (877-669-6877). Please note that any policy documents containing personally identifiable information are not available for online viewing, unless you have registered for online account access. Go to [www.nationwide.com/signup](http://www.nationwide.com/signup) to create an account.

**Change Effective Date:**

December 6, 2021

**Residence Premises Information:**

1003 CEDAR ST  
CEDAR FALLS  
IA 50613-1305

PURCHASED: 01/1948  
BUILT: 1948  
CONSTRUCTION: FRAME  
ROOF: ARCHITECTURAL  
SHINGLE  
SUPPLEMENTAL HEATING? N  
002 OCCUPANTS IN DWELLING  
ONE FAMILY

FD CEDAR FALLS FPSA  
CEDAR FALLS FS 1  
PROTECTION CLASS 3  
MILES FROM FIRE DEPT: 003

Additional Rating Information: The following is used when determining your policy's premium. Please advise immediately if this information is incorrect.

RATING AGE OF INSURED: 65

# HOMEOWNER POLICY DECLARATIONS

## SECTION I

Property Coverages	Limits of Liability	Deductible: \$2,500 ALL PERILS
COVERAGE-A-DWELLING	\$211,600	In case of a loss under Section I, we cover only that part of each loss over the deductible stated.
COVERAGE-B-OTHER STRUCTURES	\$30,359	
COVERAGE-C-PERSONAL PROPERTY	\$158,700	
COVERAGE-D-LOSS OF USE	ALS*	
*ACTUAL LOSS SUSTAINED		
PAYMENT NOT TO EXCEED 24 MONTHS		

## SECTION II

Liability Coverages	Limits of Liability	EXCEPTIONS
COVERAGE-E-PERSONAL LIABILITY FOR EACH OCCURRENCE;PROPERTY DAMAGE AND BODILY INJURY	\$500,000	THE SECTION II LIABILITY COVERAGES - COVERAGE E AND COVERAGE F, ARE EXTENDED TO:
COVERAGE-F-MEDICAL PAYMENTS TO OTHERS EACH PERSON	\$2,000	2 ADDITIONAL DWELLING UNIT(S) OWNED BUT NOT RENTED

### ADDITIONAL DWELLING UNITS OWNED BUT NOT RENTED LOCATIONS:

ADDITIONAL DWELLING # 1/1 UNIT(S)	ADDITIONAL DWELLING # 2/1 UNIT(S)
8914-02-235-002 PARCEL	8914-02-235-008 PARCEL

### OTHER COVERAGES APPLICABLE

See Policy or Endorsements for details regarding the Other Coverages that apply to your policy.

Other Coverages	Limits Of Liability
Biological Deterioration or Damage	\$10,000
Brand New Belongings	APPLIES
Building Ordinance or Law	25%
Dwelling Replacement Cost - 150%	APPLIES
Inflation Protection	APPLIES
Boeckh Index 0788.8	
Landlord's Furnishings	\$2,500
Loss Assessment	\$10,000
Personal Injury Liability	\$500,000
Protection Boost	APPLIES
Special Coverage Personal Property	APPLIES
Workers Compensation	APPLIES
Part Time Or Occasional Employee	
Tools	\$2,500

### PREMIUM SUMMARY

Premium Based On	Premium Amount
POLICY PREMIUM	\$724.07



**Nationwide®**  
is on your side

**HOMEOWNER POLICY  
DECLARATIONS**  
Non-Assessable

**Policy Number:**  
7214HR054393

**Policyholder:**  
**(Named Insured)**  
ROD VANDERWERF

**Issued:**  
DEC 06, 2021

**Policy Period From:**  
OCT 26, 2021 to OCT 26, 2022

**Annual Premium**

**\$724.07**

**Annual Premium Includes Discounts For:**

- HOME RENOVATION
- CLAIM FREE
- HOME/CAR
- HOME PROTECTIVE DEVICE
- MULTI LINE

**FORMS and ENDORSEMENTS MADE PART OF POLICY**

- |                 |  |
|-----------------|--|
| H 00 03 0716    | Your Nationwide Homeowners Policy              |
| H 01 00 1A 0819 | Special Provisions - Iowa                      |
| H 02 07 0716    | Brand New Belongings                           |
| H 03 06 0716    | Dwelling Replacement Cost - 150%               |
| H 02 06 0716    | Protection Boost Endorsement                   |
| H 03 09 0716    | Special Coverage Personal Property - Homeowner |
| H 02 04 0716    | Personal Injury Coverage                       |
| H 02 68 0418    | Contingent Workers' Compensation - Iowa        |
| H 03 11 0716    | Loyalty Rewards - Homeowner                    |

**Issued By: ALLIED P&C INSURANCE COMPANY**  
Home Office Columbus, OH

**Nationwide 24-Hour Claims Number** : 1-800-421-3535  
**Nationwide Regional Office** : 1-877-669-6877



**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-01-128-008, 8914-01-128-009, 8914-01-128-007, 8914-01-126-011, 8914-01-126-010

LEASE NO. PK-2022-002 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 Brad Block ("Tenant"), whose address for the purpose of this lease is 301 Longview Street, 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:

CEDAR ACRES ADDITION LOT 4  
CEDAR ACRES ADDITION LOT 3  
CEDAR ACRES ADDITION LOT 5  
WOODLAWN PLACE S 90 FT LOT 40  
WOODLAWN PLACE S 1/2 LOT 40 EXC N 58 FT AND THE S 90 FT

identified as Parcel Number 8914-01-128-008, 8914-01-128-009, 8914-01-128-007, 8914-01-126-011, 8914-01-126-010 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

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

Tenant:

As stated above

**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 26, 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 Community Development, 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:

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

Attest:

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

**TENANT**

By:

\_\_\_\_\_  


Signature

\_\_\_\_\_  
Bread Block

Print Name

\_\_\_\_\_  
301 LONGVIEW ST. CF, IA 50613

Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased











# CERTIFICATE OF LIABILITY INSURANCE - IOWA



Brenda M Holzer  
 515 MAIN ST STE B  
 CEDAR FALLS, IA 50613  
 (319) 277-2056  
 (031/722)

American Family Mutual Insurance Company, S.I.  
 6000 American Parkway  
 Madison, WI 53783  
 For customer service and claims service,  
 24 hours a day, 7 days a week  
 1-800-MY AMFAM (1-800-692-6326)  
[amfam.com](http://amfam.com)

Insured's Name and Address:  
 Brad & Misty Block  
 301 Longview St  
 Cedar Falls, IA 50613

**This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.**

### COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured name 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
<b>Homeowners/ Mobilehomeowners Liability</b>	41038-91744-89	10/25/2021	10/25/2022	Bodily Injury and Property Damage Each Occurrence \$ 1,000,000
<b>Boatowners Liability</b>				Bodily Injury and Property Damage Each Occurrence \$ ,000
<b>Farm/Ranch Liability</b>				Farm Liability & Personal Liability Each Occurrence \$ ,000
				Farm Employer's Liability Each Occurrence \$ ,000
<b>Workers Compensation and Employers Liability †</b>				Statutory *****
				Each Accident \$ ,000
				Disease - Each Employee \$ ,000
				Damage - Policy Limit \$ ,000
<b>General Liability</b> <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>				General Aggregate \$ ,000
				Products - Completed Operations Aggregate \$ ,000
				Personal and Advertising Injury \$ ,000
				Each Occurrence \$ ,000
				Damage to Premises Rented to You \$ ,000
				Medical Expense (Any One Person) \$ ,000
<b>Businessowners Liability</b>				Each Occurrence†† \$ ,000
				Aggregate†† \$ ,000
<b>Liquor Liability</b>				Common Cause Limit \$ ,000
				Aggregate Limit \$ ,000
<b>Automobile Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				
				Bodily Injury - Each Person \$ ,000
				Bodily Injury - Each Accident \$ ,000
				Property Damage \$ ,000
				Bodily Injury and Property Damage Combined \$ ,000
<b>Umbrella Liability</b> <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/> Personal Umbrella Liability				Each Occurrence/Aggregate \$ ,000
				Bodily Injury and Property Damage \$ ,000
				Each Occurrence \$ ,000

**Other (Miscellaneous Coverages)**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS  
 Parcels: 8914-01-128-008, 8914-01-128-009, 8914-01-128-007, 8914-01-126-011, 8914-01-126-010

†The individual or partners shown as insured elected to be covered under this policy  Have  Have not

††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS	CANCELLATION	
City of Cedar Falls 110 E 13th St Cedar Falls, IA 50613	Should any of the above described policies be cancelled before the expiration date thereof notice will be delivered in accordance with the policy provisions	
	DATE ISSUED 11/11/2021	AUTHORIZED REPRESENTATIVE Bradley Rupp



**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-402-016

LEASE NO. PK-2022-009 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 Alan Kraus ("Tenant"), whose address for the purpose of this lease is 1626 Cottage Row Road, 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:

AUDITOR BARNES PLAT NO 6 E 100 FT W 200 FT S 200 FT LOT 36 & EASE

identified as Parcel Number 8914-02-402-016 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

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

Tenant:

As stated above

**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 26, 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 Community Development, 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:

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

Attest:

\_\_\_\_\_  
Jacque Danielsens, CMC, City Clerk

**TENANT**

By:

*Alan J. Kraus*  
\_\_\_\_\_  
Signature

ALAN J. KRAUS  
\_\_\_\_\_  
Print Name

1626 Cottage Row  
\_\_\_\_\_  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased



# CERTIFICATE OF LIABILITY INSURANCE - IOWA

Item 12.



American Family Mutual Insurance Company, S.I.  
 6000 American Parkway  
 Madison, WI 53783  
 For customer service and claims service,  
 24 hours a day, 7 days a week  
 1-800-MY AMFAM (1-800-692-6326)  
 amfam.com

Amanda L Maki  
 4901 University Ave Ste C  
 Cedar Falls, IA 50613  
 (319) 277-0120  
 (035/722)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

### COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured name 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (No, Day, Yr)	
<b>Homeowners/ Mobilehomeowners Liability</b>	14PD-5104-01	09/29/2021	09/29/2022	Bodily Injury and Property Damage Each Occurrence \$ 500,000
<b>Boatowners Liability</b>				Bodily Injury and Property Damage Each Occurrence \$ ,000
<b>Farm/Ranch Liability</b>				Farm Liability & Personal Liability Each Occurrence \$ ,000 Farm Employer's Liability Each Occurrence \$ ,000
<b>Workers Compensation and Employers Liability †</b>				Statutory ***** Each Accident \$ ,000 Disease - Each Employee \$ ,000 Damage - Policy Limit \$ ,000
<b>General Liability</b> <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>				General Aggregate \$ ,000 Products - Completed Operations Aggregate \$ ,000 Personal and Advertising Injury \$ ,000 Each Occurrence \$ ,000 Damage to Premises Rented to You \$ ,000 Medical Expense (Any One Person) \$ ,000
<b>Businessowners Liability</b>				Each Occurrence†† \$ ,000 Aggregate†† \$ ,000 Common Cause Limit \$ ,000
<b>Liquor Liability</b>				Aggregate Limit \$ ,000
<b>Automobile Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Bodily Injury - Each Person \$ ,000 Bodily Injury - Each Accident \$ ,000 Property Damage \$ ,000 Bodily Injury and Property Damage Combined \$ ,000
<b>Umbrella Liability</b> <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/> Personal Umbrella Liability				Each Occurrence/Aggregate \$ ,000 Bodily Injury and Property Damage \$ ,000 Each Occurrence \$ ,000

**Other (Miscellaneous Coverages)**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

† The individual or partners shown as insured elected to be covered under this policy  Have  Have not  
 †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

**CERTIFICATE HOLDER'S NAME AND ADDRESS**

**CANCELLATION**

City of Cedar Falls  
 C/O Cedar Falls Recreation Center  
 110 E. 13th St  
 Cedar Falls, IA 50613

Should any of the above described policies be cancelled before the expiration date thereof notice will be delivered in accordance with the policy provisions

DATE ISSUED  
 09/23/2021

AUTHORIZED REPRESENTATIVE

*Amanda Maki*

206

# CERTIFICATE OF LIABILITY INSURANCE - IOWA

Item 12.



American Family Mutual Insurance Company, S.I.  
 6000 American Parkway  
 Madison, WI 53783  
 For customer service and claims service,  
 24 hours a day, 7 days a week  
 1-800-MY AMFAM (1-800-692-6326)  
 amfam.com

Amanda L Maki  
 4901 University Ave Ste C  
 Cedar Falls, IA 50613  
 (319) 277-0120  
 (035/722)

Insured's Name and Address: PEGGY L & ALAN J KRAUS 1626 COTTAGE ROW RD CEDAR FALLS, IA 50613	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.
---	--

### COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured name 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
<b>Homeowners/ Mobilehomeowners Liability</b>	14PD-5104-01	09/29/2022	09/29/2023	Bodily Injury and Property Damage Each Occurrence \$ 500,000
<b>Boatowners Liability</b>				Bodily Injury and Property Damage Each Occurrence \$ ,000
<b>Farm/Ranch Liability</b>				Farm Liability & Personal Liability Each Occurrence \$ ,000 Farm Employer's Liability Each Occurrence \$ ,000
<b>Workers Compensation and Employers Liability †</b>				Statutory ***** Each Accident \$ ,000 Disease - Each Employee \$ ,000 Damage - Policy Limit \$ ,000
<b>General Liability</b> <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>				General Aggregate \$ ,000 Products - Completed Operations Aggregate \$ ,000 Personal and Advertising Injury \$ ,000 Each Occurrence \$ ,000 Damage to Premises Rented to You \$ ,000 Medical Expense (Any One Person) \$ ,000
<b>Businessowners Liability</b>				Each Occurrence†† \$ ,000 Aggregate†† \$ ,000
<b>Liquor Liability</b>				Common Cause Limit \$ ,000 Aggregate Limit \$ ,000
<b>Automobile Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Bodily Injury - Each Person \$ ,000 Bodily Injury - Each Accident \$ ,000 Property Damage \$ ,000 Bodily Injury and Property Damage Combined \$ ,000
<b>Umbrella Liability</b> <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/> Personal Umbrella Liability				Each Occurrence/Aggregate \$ ,000 Bodily Injury and Property Damage \$ ,000 Each Occurrence \$ ,000

**Other (Miscellaneous Coverages)**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS	†The individual or partners shown as insured elected to be covered under this policy <input type="checkbox"/> Have <input type="checkbox"/> Have not ††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate
---	---

CERTIFICATE HOLDER'S NAME AND ADDRESS City of Cedar Falls C/O Cedar Falls Recreation Center 110 E. 13th St Cedar Falls, IA 50613	CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof notice will be delivered in accordance with the policy provisions DATE ISSUED 11/01/2021 
--	--

# CERTIFICATE OF LIABILITY INSURANCE - IOWA

Item 12.



American Family Mutual Insurance Company, S.I.  
 6000 American Parkway  
 Madison, WI 53783  
 For customer service and claims service,  
 24 hours a day, 7 days a week  
 1-800-MY AMFAM (1-800-692-6326)  
 amfam.com

Amanda L Maki  
 4901 University Ave Ste C  
 Cedar Falls, IA 50613  
 (319) 277-0120  
 (035/722)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

### COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured name 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo., Day, Yr)	EXPIRATION (Mo., Day, Yr)	
<b>Homeowners/ Mobilehomeowners Liability</b>	14PD-5104-01	09/29/2023	09/29/2024	Bodily Injury and Property Damage
				Each Occurrence \$ 500,000
<b>Boatowners Liability</b>				Bodily Injury and Property Damage
				Each Occurrence \$ ,000
<b>Farm/Ranch Liability</b>				Farm Liability & Personal Liability
				Each Occurrence \$ ,000
				Farm Employer's Liability
				Each Occurrence \$ ,000
				Statutory *****
<b>Workers Compensation and Employers Liability †</b>				Each Accident \$ ,000
				Disease - Each Employee \$ ,000
				Damage - Policy Limit \$ ,000
				General Aggregate \$ ,000
				Products - Completed Operations Aggregate \$ ,000
<b>General Liability</b> <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>				Personal and Advertising Injury \$ ,000
				Each Occurrence \$ ,000
				Damage to Premises Rented to You \$ ,000
				Medical Expense (Any One Person) \$ ,000
<b>Businessowners Liability</b>				Each Occurrence †† \$ ,000
				Aggregate †† \$ ,000
				Common Cause Limit \$ ,000
<b>Liquor Liability</b>				Aggregate Limit \$ ,000
<b>Automobile Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Bodily Injury - Each Person \$ ,000
				Bodily Injury - Each Accident \$ ,000
				Property Damage \$ ,000
				Bodily Injury and Property Damage Combined \$ ,000
<b>Umbrella Liability</b> <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/> Personal Umbrella Liability				Each Occurrence/Aggregate \$ ,000
				Bodily Injury and Property Damage \$ ,000
				Each Occurrence \$ ,000

### Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

†The individual or partners shown as insured elected to be covered under this policy  Have  Have not

††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

### CERTIFICATE HOLDER'S NAME AND ADDRESS

### CANCELLATION

City of Cedar Falls  
 C/O Cedar Falls Recreation Center  
 110 E. 13th St  
 Cedar Falls, IA 50613

Should any of the above described policies be cancelled before the expiration date thereof notice will be delivered in accordance with the policy provisions

DATE ISSUED  
 11/01/2021

AUTHORIZED REPRESENTATIVE

*Amanda Maki*



**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-01-104-014, 8914-01-104-013, 8914-01-104-012

LEASE NO. PK-2022-017 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 North Cedar Neighborhood Association ("Tenant"), whose address for the purpose of this lease is 407 Longview St., 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:

CEDAR ACRES ADDITION LOT 15  
CEDAR ACRES ADDITION LOT 16  
CEDAR ACRES ADDITION LOT 17 LOT 18

identified as Parcel Number 8914-01-104-014, 8914-01-104-013, 8914-01-104-012 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

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

Tenant:

As stated above

**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 26, 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 Community Development, 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:

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

Attest:

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

**TENANT**

By:

James R. Newcomb President - NEWA  
Signature

JAMES R. NEWCOMB NEWCOMB  
Print Name

407 LONGVIEW ST. Cedar Falls, IA 50613  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased











**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 9014-36-201-003

LEASE NO. PK-2022-007 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 Michael Kellum ("Tenant"), whose address for the purpose of this lease is 207 E. Dunkerton Road, 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:

SUTTONS ADDITION E 1/2 LOT 14 EXC N 17 FT

identified as Parcel Number 9014-36-201-003 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

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

Tenant:

As stated above

**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 26, 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 Community Development, 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:

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

Attest:

\_\_\_\_\_  
Jacque Daniels, CMC, City Clerk

**TENANT**

By:

*Michael and Janet Kellum*  
\_\_\_\_\_  
Signature

*Michael Kellum Janet Kellum*  
\_\_\_\_\_  
Print Name

*521 4th St. , Allison, IA 50602*  
\_\_\_\_\_  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

*Rental house at 207 E Dunkerton Rd, Cedar Falls*

**Exhibit A**  
Map of Premises to be Leased



	DECLARATIONS Policy #: 15-0258 Page #: 1 OF 2 Printed: 09/09/2021
	HOME GUARD (HG 3) Policy FROM: 10/21/2021 TO 10/21/2022 Period: 12:01 AM STANDARD TIME RENEWAL 2021-2022 DEC# 11
INSURED: MIKE KELLUM JANET KELLUM 521 4TH ST. ALLISON, IA 50602  PH: (319) 277-7366	AGENT: 010 EPTOBIAS PH: (319) 989-2329 E P TOBIAS INSURANCE KURT E KELLEY PO BOX 54 DIKE, IA 50624
LIABILITY COVERAGE PROVIDED BY: GRINNELL MUTUAL REINSURANCE COMPANY - GRINNELL, IOWA ID: 01-012 LIABILITY POLICY NUMBER: 15-0258	
THIS INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE PERILS WHICH ARE SPECIFICALLY INDICATED. THE LIMITS OF THE COMPANY'S LIABILITY FOR EACH ITEM COVERED SHALL BE THE AMOUNT OF COVERAGE SPECIFICALLY INDICATED HEREIN SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE HERETO.	

**\$500 ALL OTHER PERILS/\$1000 WIND/HAIL DEDUCTIBLE  
UNLESS OTHERWISE NOTED**

ANNUAL PREMIUM: \$793.42	BILLING MODE: ANNUAL, DIRECT
DO NOT PAY FROM THIS DECLARATION PAGE, THE PREMIUM NOTICE CONTAINS THE AMOUNT DUE AND DUE DATE.	

\*\*\*\*\* COVERAGES \*\*\*\*\*

ITEM	LIMIT	DESCRIPTION	LOC	PREMIUM
001.	103,000	HOME-GUARD SPECIAL FORM FINANCIAL STABILITY LEVEL B HOMEOWNER AGE E ROOF AGE CREDIT 4-6 YEARS ADDITIONAL COVERAGE REPLACEMENT COST - DWELLING & OTHER STRUCTURES INFLATION GUARD INCREASED BY 3%	001	504.71
	10,300	OTHER STRUCTURES		
	51,500	PERSONAL PROPERTY		
	20,600	LOSS OF USE		
002.		FIRE PROTECTION CLASS 06		
003.		REPLACEMENT COST - PERSONAL PROPERTY	001	1.00
004.		ORDINANCE OR LAW COVERAGE	001	
004.	25,000	GARAGE W/SHOP 20 30 FRAME 1942 ASPH THEFT OF BUILDING MATERIALS	002	140.63
		CLASS B		
005.	5,000	THEFT OF BLDG MATERIALS	002	
999.		POLICY FEE		20.00
	210,400	TOTAL PROPERTY INSURANCE		

\*\*\*\*\* LIABILITY COVERAGES HOME GUARD OR CPL LIMITS \*\*\*\*\*

300,000	COVERAGE E EACH OCCURRENCE - LIABILITY TO PUBLIC	37.00
600,000	ANNUAL AGGREGATE	
1,000	COVERAGE F EACH PERSON	7.00
	MEDICAL PAYMENTS TO PUBLIC	
250	COVERAGE E-1 EACH OCCURRENCE	1.00
	DAMAGE TO PROPERTY OF OTHERS	
	INCIDENTAL AGRICULTURAL ACTIVITY - FL 1946	12.07
	ACREC: 18 - LIVESTOCK:N	

DECLARATIONS

Policy #: 15-0258  
Page #: 2 OF 2

Printed: 09/09/2021

SEC:12 TWP:89N RNG:16W  
GRUNDY COUNTY  
RESIDENTIAL RENTAL PROPERTY COVERAGE - PL 1037 1 64.00  
(PER BUILDING) - NUMBER OF FAMILIES:  
ADDRESS OF RENTED OR LEASED PREMISES:  
207 E. DUNKERTON RD  
CEDAR FALLS, IA 50613  
ADDITIONAL PREMISES - PL 1919 6.01  
LOCATION/ADDRESS:  
517 4TH ST.  
ALLISON, IA 50602  
ADDITIONAL INSURED (LIMITED) - PL 1919  
NAME, ADDRESS AND INTEREST OF ADDITIONAL INSURED:  
SUTTONS ADDITION, EAST 1/2 OF LOT #14  
EXCLUDING NORTH 17  
CITY OF CEDAR FALLS  
220 CLAY ST.  
CEDAR FALLS, IA 50613  
RESIDENTIAL RENTAL PROPERTY COVERAGE - PL 1037 1  
(PER BUILDING) - NUMBER OF FAMILIES:  
ADDRESS OF RENTED OR LEASED PREMISES:  
521 4TH ST.  
ALLISON, IA 50602

*vacant lot  
next to  
207 E. Dunkerton Rd*

\*\*\*\*\* F O R M S \*\*\*\*\*

BHM 379 07/08 SPECIAL LIMITS ON CERTAIN PERSONAL PROP  
BHM 700 03/01 IMPORTANT PRIVACY NOTICE  
GMIL 4618 07-15 OIL OR GAS WELL LIABILITY EXCLUSION  
GMIL 4660 01-18 MUTUAL CONDITIONS  
GMIL 4670 01-19 MAX LIABILITY LIMIT WITH MULTIPLE POLICY  
GMIL 4684 07-18 STATEMENT OF LIABILITY INS CARRIER  
GMIL 4693 01-20 IN CARE OF INSURED DEFINITION  
GMIL 4722 7-09 IDENTITY THEFT EXPENSE COVERAGE  
GMIL 4791 10-11 CIVIL UNION ENDORSEMENT  
GMIL 7001 05-18 IMPORTANT PRIVACY NOTICE  
HG 129 01-16 THEFT OF CONSTRUCTION MATERIAL  
HG 3 07-18 HOME-GUARD SPECIAL FORM  
HG 351 01-20 FUNGI AND BACTERIA-COVERAGE LIMITATION  
HG 372 1-05 BIOLOGICAL & CHEMICAL EXCLUSION  
HG 463 01-21 HOME-GUARD AMENDATORY  
HG 477 01-21 LOSS SETTLMT FOR WIND/HAIL LOSSES TO ROOF  
HG 478 01-21 IMPORTANT NOTICE  
HG 89 01-20 INFLATION GUARD  
PL 1037 01-16 RESIDENTIAL RENTAL PROPERTY COVERAGE  
PL 1919 01-17 MULTIPLE PURPOSE ENDORSEMENT  
PL 1945 01-16 PERSONAL INJURY  
PL 1946 01-20 INCIDENTAL AGRICULTURAL ACTIVITY  
RC 435 07-12 WINDSTORM OR HAIL \$1,000 DEDUCTIBLE  
RC 445 07-20 CVG LIMITATION FOR METAL SURFACING

\*\*\*\*\* DESCRIPTION OF PREMISES \*\*\*\*\*

1. 521 4TH STREET CITY, TOWNSHIP, ZIP, COUNTY NAME, STATE
  2. 517 4TH ST. ALLISON, WEST POINT, 50602, BUTLER, IA
- ALISON, UNK, 50602, BUTLER, IA

COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE

*Carrie Brown*

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-427-003

LEASE NO. PK-2022-011 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 Steven Rieger ("Tenant"), whose address for the purpose of this lease is 2703 Huntington Road, Waterloo, IA 50701.

The parties agree as follows:

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

AUDITOR BARNES PLAT NO 6 ALL EXC BEG AT SW COR LOT 44 TH N ALONG W LINE 150.8 FT TO A CERTAIN COR LOCATED AT THE ANG PT OF WLY LINE OF LOT 44 SAID PT BEGIN ALSO DESIGNATED AS PT A TH NELY ALONG DIAGONAL LINE OF WLY LINE LOT 44 168.2 FT M OR L TO SW COR LOT 43 TH E ALONG S LINE LOT 43 67 FT TO SE COR LOT 43 TH SWLY 167.6 FT M OR L TO PT WHICH IS 70 FT DUE E OF PT A TH CONTINUING SWLY ALONG THE EXTENSION OF LAST DES COURSE TO SLY LINE LOT 44 TH WLY ALONG SAID SLY LINE TO PT OF BEG

identified as Parcel Number 8914-02-427-003 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

Tenant:

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

As stated above

**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 26, 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 Community Development, 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:

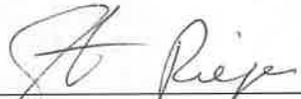
\_\_\_\_\_  
Robert M Green, Mayor

Attest:

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

**TENANT**

By:

  
\_\_\_\_\_  
Signature

Steve Riese ✓  
\_\_\_\_\_  
Print Name

2703 Huntington Rd Waterloo IA 50701  
\_\_\_\_\_  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above..

### Exhibit A Map of Premises to be Leased



Agent Brad Jacobson  
319-277-4134

State Farm Fire and Casualty Company  
A Stock Company With Home Offices in Bloomington, Illinois  
PO Box 853907  
Richardson, TX 75085-3907



AT2 H-06-3742-FB2E F H W  
3200  
RIEGER, STEVE  
2703 HUNTINGTON RD  
WATERLOO IA 50701-6015

### BALANCE DUE NOTICE

AMOUNT DUE: \$807.00  
Payment is due by FEB 20 2021

Policy Number: 15-BS-K359-8  
Policy Period: 12 Months  
Effective Dates: FEB 20 2021 to FEB 20 2022

Your State Farm Agent  
BRAD JACOBSON CLU  
4919 UNIVERSITY AVE  
CEDAR FALLS IA 50613-6242

Phone: (319) 277-4134 or (800) 305-4134

Location of Residence Premises  
1218 COTTAGE ROW RD  
CEDAR FALLS IA  
50613-6839

*Cabin adjacent to city lot*

#### IMPORTANT MESSAGES

Full payment by Date Due continues this policy to FEB 20 2022

Thanks for letting us serve you!

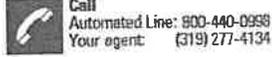
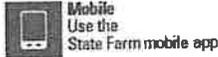
When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Prepared: DEC 31 2020

↓ Please fold and tear here ↓

Page 1 of 1  
94 05 2018 (a1f10822)

Power To Pay  
Your Way



Key code: 29 3945 8690

HO - HOMEOWNERS



Insured Name: RIEGER, STEVE  
Policy Number: 15-BS-K359-8

AMOUNT DUE: \$807.00  
Please pay by FEB 20 2021

Make payment to State Farm

0609103227  
State Farm Insurance Companies  
P.O. Box 680001  
Dallas, TX 75368-0001



For Office Use Only

6E,GA,GB,EH

FIRE BAL DUE	\$807.00	0322
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20 000118 H DEC 31 2020 3200 06



NAMED INSURED	MORTGAGEE AND ADDITIONAL INTERESTS	Loan Number:
RIEGER, STEVE	<b>Addl Insured-Section II</b> CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613-2726	N/A
<i>naming city of CF on cabin policy + personal umbrella 2,000,000 liability</i> →	<b>Additional Insured</b> STEVEN L RIEGER REVOCABLE TRUST U/A NOVEMBER 19, 2019 2703 HUNTINGTON RD WATERLOO IA 50701-6015	N/A

**SECTION I - PROPERTY COVERAGES AND LIMITS**

Coverage	Limit of Liability
A Dwelling	\$ 168,200
Other Structures	\$ 16,820
B Personal Property	\$ 126,150
C Loss of Use	\$ 50,460
<b>Additional Coverages</b>	
Arson Reward	\$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	\$1,000
Debris Removal	Additional 5% available/\$1,000 tree debris
Fire Department Service Charge	\$500 per occurrence
Fuel Oil Release	\$10,000
Locks and Remote Devices	\$1,000
Trees, Shrubs, and Landscaping	5% of Coverage A amount/\$750 per item

**SECTION II - LIABILITY COVERAGES AND LIMITS**

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	\$ 300,000
Damage to the Property of Others	\$ 1,000
M Medical Payments to Others (Each Person)	\$ 1,000

**INFLATION**

Inflation Coverage Index: 280.6

**DEDUCTIBLES**

Section I Deductible	Deductible Amount
All Losses 1%	\$ 1,682

**LOSS SETTLEMENT PROVISIONS**

- A1 Replacement Cost - Similar Construction
- B1 Limited Replacement Cost - Coverage B

DEC 31 2020

01F1081A

UN 3000



State Farm Fire and Casualty Company

PO Box 863907  
Richardson, TX 75085-3907

A-06- 3742-FB2E L F

RIEGER, STEVEN L  
2703 HUNTINGTON RD  
WATERLOO IA 50701-6015

*covers leased lot*

**Forms and Endorsements**

Personal Liability Umbrella	FP-7950.2
Fuel Oil Exclusion	FE-5837
Farm Liability Coverage	FE-7676.2

**RENEWAL CERTIFICATE**

POLICY NUMBER	15-BC-F297-2
Personal Liability Umbrella Policy MAR 23 2021 to MAR 23 2022	
DATE DUE	SEE BALANCE DUE NOTICE
MAR 23 2021	\$259.00

**COVERAGES AND LIMITS**

L Personal Liability	\$2,000,000
Self-Insured Retention	None
Farm Insured Retention	1,000

**UNDERLYING EXPOSURES**

Our records show the following underlying information. This information was used in determining the rate of the policy.

**AUTOMOBILE EXPOSURES**

Automobile(s)	10
Rec Motor Vehicle(s)	1
Automobile Operator(s)	1

**OTHER LIABILITY EXPOSURES**

Farm  
Employers

Annual Premium	\$259.00
Amount Due	\$259.00

**\*Notify your agent immediately if the above listed Coverages and/or Underlying Exposures are incorrect. Your Coverages and/or bill can be affected if this information is not correct.**

The Class 50 Discount has reduced the premium on your policy by \$36.00

Required Underlying Insurance on reverse side

*Thanks for letting us serve you...*

0241 201 1

Agent BRAD JACOBSON CLU

Telephone (319) 277-4134 or (800) 305-4134

Moving? See your State Farm agent.  
See reverse for important information.  
Prepared FEB 01 2021

REB

E 008

06 IPPD  
01  
15-BC-F297-2



**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-237-007, 8914-02-237-005, 8914-02-237-006

LEASE NO. PK-2022-012 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 Randy Showalter ("Tenant"), whose address for the purpose of this lease is 2001 Pine Street, 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:

BRUHNS SUBDIVISION NO TWO LOT 26  
BRUHNS SUBDIVISION NO TWO LOT 24  
BRUHNS SUBDIVISION NO TWO LOT 25

identified as Parcel Number 8914-02-237-007, 8914-02-237-005, 8914-02-237-006 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

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

Tenant:

As stated above

**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 26, 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 Community Development, 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:

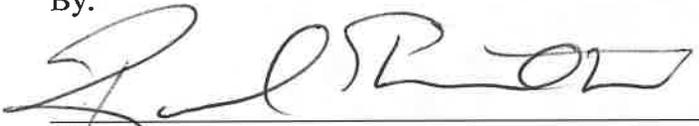
\_\_\_\_\_  
Robert M Green, Mayor

Attest:

\_\_\_\_\_  
Jacque Daniels, CMC, City Clerk

**TENANT**

By:

  
\_\_\_\_\_  
Signature

Randy Showalter  
\_\_\_\_\_  
Print Name

2001 Pine St Cedar Falls  
\_\_\_\_\_  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased











**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-01-128-012, 8914-01-128-010

LEASE NO. PK-2022-004 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 Dennis Carlo ("Tenant"), whose address for the purpose of this lease is 222 Longview Street, 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:

CEDAR ACRES ADDITION E 5 FT LOT 58 LOT 59  
CEDAR ACRES ADDITION LOT 2

identified as Parcel Number 8914-01-128-012, 8914-01-128-010 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.**

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(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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

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

Tenant:

As stated above

**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 26, 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 Community Development, 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:

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

Attest:

\_\_\_\_\_  
Jacque Danielsens, CMC, City Clerk

**TENANT**

By:

  
\_\_\_\_\_  
Signature

Dennis Carlo  
\_\_\_\_\_  
Print Name

222 Longview ST. C.F.  
\_\_\_\_\_  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased







**AMERICAN NATIONAL PROPERTY AND CASUALTY CO**

Item 12.

POLICY NUMBER  
**14-H-307-14J-5**  
POLICY TERM  
**01-10-2021 to 01-10-2022**  
AND SUBSEQUENT RENEWALS  
**AT 12:01 A.M. (STD)**

THIS RENEWAL DECLARATION  
REPLACES ALL PRIOR DECLARATIONS, IF ANY, AND WITH POLICY PROVISIONS  
AND ANY ENDORSEMENTS ISSUED TO FORM A PART THEREOF COMPLETES THIS  
HOMEOWNERS POLICY

EASY PAY: 0410960

1949 E. SUNSHINE  
SPRINGFIELD, MISSOURI 65899-0001  
(417) 887-0220

**NAMED INSURED AND P.O. ADDRESS**  
CARLO, DENNIS  
222 LONGVIEW ST  
CEDAR FALLS IA 50613-1330

**LIENHOLDER/MORTGAGEE**  
CITY OF CEDAR FALLS  
ATTN: Dept of Municipal Operation  
110 E 13TH ST  
CEDAR FALLS IA 50130

**PREMIUM TO BE PAID BY**  
YOUR EASYPAY ACCOUNT

**AGENT**  
FOR CUSTOMER SERVICE, CALL PH #319-234-8936  
GENE PINT X9382-T 1-EM1

**DESCRIPTION OF INSURED PROPERTY**  
222 LONGVIEW ST CEDAR FALLS IA 50613-1330

Primary Dwelling Roof Year: Undocumented

**RATING INFORMATION, COVERAGES, PREMIUMS, AND LIMITS OF LIABILITY**  
INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE OF THE FOLLOWING COVERAGES WHICH ARE INDICATED BY A SPECIFIC LIMIT OF LIABILITY AND/OR PREMIUM APPLICABLE THERE TO

	LIMITS
<b>SECTION I - \$1,000 All Peril DEDUCTIBLE</b>	
COVERAGE A - DWELLING	\$170,900
COVERAGE B - OTHER STRUCTURES	\$17,090
COVERAGE C - PERSONAL PROPERTY	\$128,175
COVERAGE D - LOSS OF USE SUBJECT TO MONTHLY MAXIMUM OF \$3,418	\$42,725
<b>SECTION II</b>	
COVERAGE E - PERSONAL LIABILITY (EACH OCCURRENCE)	\$500,000
COVERAGE F - MEDICAL PAYMENTS TO OTHERS (EACH PERSON)	\$2,000

----- RATING INFORMATION -----  
CONSTRUCTION: FRAME PROTECTION: 03 ZONE: 04  
1 FAMILY DWELLING, BUILT IN 1958. FIRE DIST: CEDAR FALLS FPSA  
DISCOUNTS: AUTO-HOME, UTILITY SYSTEM/ROOF

- ROOF COVERAGE FOR WIND OR HAIL DAMAGE DEPENDS ON THE AGE AND TYPE OF ROOF. SEE ROOF PAYMENT SCHEDULE SH-92618 FOR MORE DETAILS. RELATED PREMIUM CREDIT IS DISPLAYED BELOW.

**LIENHOLDER(S)/MORTGAGEE(S)**

1ST CITY OF CEDAR FALLS  
ADDITIONAL INSURED/LANDLORD  
110 E 13TH ST  
CEDAR FALLS IA 50130

**SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS**

SH3.14 05-19	SH9041 04-12	SH91412 04-12 01	\$155.00
SH92565 05-15	# SH92618 04-18	SH92764 08-18	\$609.00-
# SH9743 04-20			

**TOTAL**

TOTAL PREMIUMS \$1207.00

GENE PINT

AUTHORIZED REPRESENTATIVE

256

DATE PRINTED 12-04-2020

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

INSURED

01558 6463825 030762 061523 0006/0015

SM-126 (12-92)

ENDORSEMENT DESCRIPTIONS

Item 12.

SH3.14	0519	AMERICAN NATL HOMEOWNERS POL
SH9041	0412	ADDITIONAL INSURED
SH91412	0412	O OR L 25% AT 50% LOSS LMT
SH92565	0515	IDENTITY THEFT PROTECTION
SH92618	0418	LOSS SETTLEMENT FOR ROOFS-LPS
SH92764	0818	HOME SYSTEMS AND SERVICE LINE
SH9743	0420	IOWA HOME AMENDATORY ENDORS

**Special Notice to Lienholders and Mortgagees:**

This is a continuous form policy. Coverage for the lienholder and/or mortgagee will continue in force until cancelled by written notice.

The company reserves the right to cancel this policy giving the lienholder and/or mortgagee a ten day notice of cancellation.

**IMPORTANT INFORMATION ON HOW TO REPORT A CLAIM**

Should you need to report a claim under this policy, please call (Toll-Free) 1-800-333-2860.

Please be prepared to furnish the following information:

- 1) Date and Time of Loss
- 2) Facts of Occurrence
- 3) Location of Loss if other than the residence premises
- 4) Name, Address, and Phone Number of any injured parties
- 5) If applicable, name of law enforcement agency or fire department and the incident number

As a Policyholder, you are required to protect your property from further damage, make reasonable and necessary temporary repairs, and keep an accurate record of repair expenditures.

SM-126B (2-95)

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 9014-36-226-008, 9014-36-226-009

LEASE NO. PK-2022-006 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 Kevin DeVries ("Tenant"), whose address for the purpose of this lease is 808 E. Dunkerton Road, 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:

SUTTONS ADDITION ALL LOT 2 EXC N 17 FT  
SUTTONS ADDITION ALL LOT 1 EXC N 17 FT AND EXC E 17 FT

identified as Parcel Number 9014-36-226-008, 9014-36-226-009 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

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

Tenant:

As stated above

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 26, 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 Community Development, 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:

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

Attest:

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

**TENANT**

By:

Kevin De Vries  
Signature

Kevin De Vries  
Print Name

808 E. Dunkerton Road, Cedar Falls, IA  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

**Exhibit A**  
Map of Premises to be Leased









# CERTIFICATE OF LIABILITY INSURANCE

DATE: **Item 12.**  
11/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gene Pint, CLU, ChFC, LUTCF 2913 Falls Avenue Waterloo, IA 50701	<b>CONTACT NAME:</b> Becky Pint <b>PHONE (A/C, No., Ext):</b> 319-234-8936 <b>FAX (A/C, No.):</b> 319-234-7118 <b>E-MAIL ADDRESS:</b> becky.pint@american-national.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> American National Property and Casualty Co 28401 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Kevin and Deb DeVries 808 E Dunkerton Road Cedar Falls, IA 50613	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR XX Homeowner's liability policy GEN'L AGGREGATE LIMIT APPLIES PER XX POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER			14H48857N8	01/10/2021	01/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Liability from this policy extends to Parcel Nos. 9014-36-226-008, 9014-36-226-009.  
 City of Cedar Falls, Iowa is listed as an additional insured/landlord

<b>CERTIFICATE HOLDER</b> City of Cedar Falls, Iowa c/o Cedar Falls Recreation Center 110 East 13th Street Cedar Falls, IA 50613	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
--	---



**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-402-003

LEASE NO. PK-2022-001 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 Ron Arends ("Tenant"), whose address for the purpose of this lease is 1510 Cottage Row Road, 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:

AUDITOR BARNES PLAT NO 6 CEDAR FALLS PART OF LOT 36 BEG ON THE NELY LINE AT A PT WHICH IS 160 FT WLY OF NE COR SAID LOT 36 TH S & PAR TO 3 LINE SAID LOT 36 TO N LINE OF S 150 FT SAID LOT 36 TH W ALONG SAID N LINE TO E LINE OF W 300 FT SAID LOT 36 TH N ALONG SAID E LINE TO NELY LINE SAID LOT 36 TH ELY ALONG SAID NELY LINE TO PL OF BEG & EASE

identified as Parcel Number 8914-02-402-003 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

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

Tenant:

As stated above

**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 26, 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 Community Development, 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:

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

Attest:

\_\_\_\_\_  
Jacque Daniels, CMC, City Clerk

**TENANT**

By:

  
\_\_\_\_\_  
Signature

RON ARENDS  
\_\_\_\_\_  
Print Name

1510 COTTAGE Row Rd.  
\_\_\_\_\_  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased



# Owners

26354 (05-94)

Issued 05-25-2021  
Policyholder since 2011

## UMBRELLA POLICY DECLARATIONS

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY PEDERSEN DOWIE CLABBY & MCCAUSLAND INS  
07-0810-00 MKT TERR 032 (319) 234-8888

INSURED RON ARENDS  
KAREN ARENDS

ADDRESS 1510 COTTAGE ROW RD  
CEDAR FALLS IA 50613-6833

Endorsement Effective 05-12-2021

**POLICY NUMBER 48-735-685-03**

Company Use 39-20-IA-1103

Company Bill	<b>POLICY TERM</b>	
	12:01 a.m. 03-01-2021	12:01 a.m. to 03-01-2022

This policy is amended in consideration of the additional or return premium shown below. This Declarations voids and replaces all previously issued Declarations bearing the same policy number and premium term.

**EXECUTIVE**  
SEE SCHEDULE A FOR UNDERLYING LIMITS REQUIRED

**LIMIT OF LIABILITY:** \$ 1,000,000 Each Occurrence

**PREMISES LOCATION:** 1510 COTTAGE ROW RD CEDAR FALLS IA 50613-6833

**RATING INFORMATION:** Territory 022 Black Hawk County, IA

**FORMS THAT APPLY TO ENTIRE POLICY:**

26029 (05-00)	26083 (05-12)	26334 (11-92)	59154 (02-86)	26265 (05-12)
26331 (09-91)	26043 (02-82)	26666 (10-18)	26474 (09-02)	66006 (05-12)
59547 (09-14)	66126 (06-17)	66152 (12-17)	66080 (08-18)	

	<b>PREMIUM</b>	<b>CHANGE</b>
<b>BASE UMBRELLA PREMIUM</b>	\$231.00	
<b>ADDITIONAL CHARGES</b>		
Number of Private Passenger Automobiles/ Motorhomes/Motorcycles (over 1) 7	323.00	74.00
Uninsured/Underinsured Motorist Coverage - SD	Deleted	91.00-
Watercraft: 21 FT 2018 RANGER 2080 ANGLER BOAT 250 HP 44 MPH	23.00	
Discount(s)	281.00-	9.00
DISCOUNT APPLIES FOR AFFILIATION WITH: MATURE INSURED GROUP Mature Discount Applies. Umbrella/Home Multi-Policy Discount applies. Umbrella/Auto Multi-Policy Discount applies.		
<b>TOTAL POLICY PREMIUM</b>	<b>TERM</b> \$296.00	\$8.00- Return

OWNERS INS. CO.

AGENCY PEDERSEN DOWIE CLABBY & MCCAUSLAND INS  
07-0810-00 MKT TERR 032

Company  
Bill

POLICY NUMBER  
Company Use

48-735-685-03  
39-20-IA-1103

INSURED RON ARENDS

Term 03-01-2021 to 03-01-2022

**SCHEDULE A  
(Underlying Insurance Requirements)**

CARRIER CODE	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN MINIMUM PRIMARY LIMITS
A)	COMPREHENSIVE PERSONAL LIABILITY Single Limit	\$300,000 ea occ
A)	COMPREHENSIVE PERSONAL LIABILITY Single Limit	\$300,000 ea occ
B)	AUTOMOBILE LIABILITY Other Carrier(s) or Combination of Carriers Bodily Injury Liability  and Property Damage	\$500,000 ea person \$500,000 ea occ \$100,000 ea occ
B)	AUTOMOBILE LIABILITY Other Carrier(s) or Combination of Carriers Bodily Injury Liability  and Property Damage	\$500,000 ea person \$500,000 ea occ \$100,000 ea occ
B)	AUTOMOBILE LIABILITY Other Carrier(s) or Combination of Carriers Bodily Injury Liability  and Property Damage	\$500,000 ea person \$500,000 ea occ \$100,000 ea occ
E)	WATERCRAFT LIABILITY Single Limit	\$300,000 ea occ

**UNDERLYING CARRIER SCHEDULE**

- A) AUTO-OWNERS INSURANCE COMPANY
- A) AUTO-OWNERS INSURANCE COMPANY
- B) OWNERS INSURANCE COMPANY
- B) OWNERS INSURANCE COMPANY
- B) PROGRESSIVE
- E) AUTO-OWNERS INSURANCE COMPANY

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-402-002

LEASE NO. PK-2022-010 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 Patrick Renner ("Tenant"), whose address for the purpose of this lease is 501 E. Dunkerton Road, 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:

AUDITOR BARNES PLAT NO 6 E 100 FT W 300 FT LOT 36 EXC S 200 FT

identified as Parcel Number 8914-02-402-002 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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.

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Landlord:

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

Tenant:

As stated above

**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 26, 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.

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**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:

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

Attest:

\_\_\_\_\_  
Jacque Danielsens, CMC, City Clerk

**TENANT**

By:

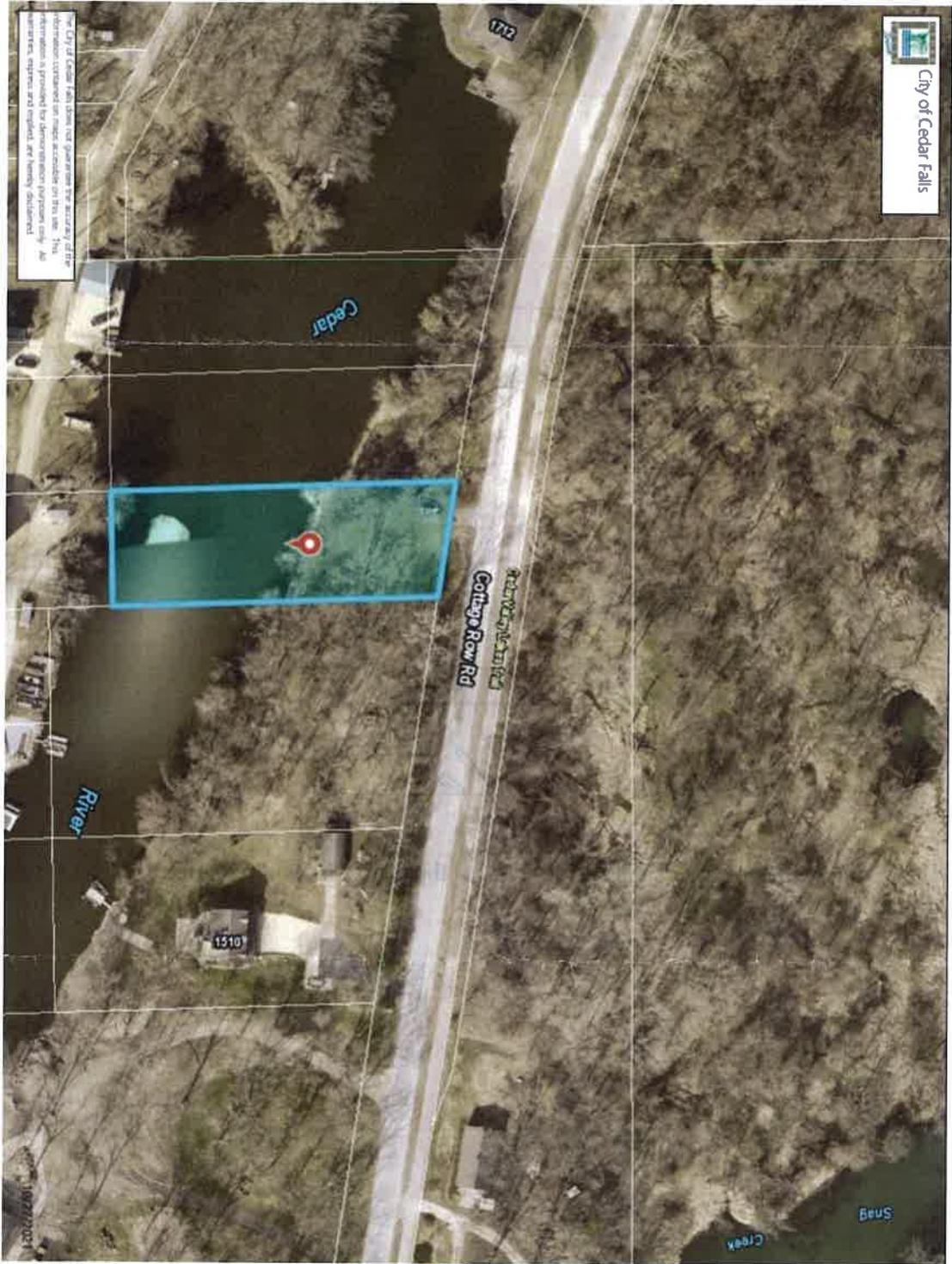
Pat Renner  
Signature

Pat Renner  
Print Name

501 Dunkerton Rd CF  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased





**ROAD AND RESIDENCE HOMEOWNERS  
RENEWAL DECLARATIONS**

Named Insured:  
PATRICK RENNER  
501 E DUNKERTON RD  
CEDAR FALLS IA 50613

Agency: 1752-EC 319.234.8888  
PEDERSEN DOWIE CLABBY & MCCAUSLAND  
PO BOX 2597  
WATERLOO IA 50704

Policy Number: Y54353-2

Policy Period: 04-24-21 to 04-24-22 at 12 noon  
standard time at the address of  
the Named Insured listed above.

Dwelling 1: Residence Premises located at:  
THE ABOVE ADDRESS

Coverages E and F are extended to the Additional Residences located at:  
PARCEL #8914-02-402-002 BLACKHAWK COUNTY IA 50613

**COVERAGES AND LIMITS OF LIABILITY**

Coverage C - Personal Property .....	\$21,500
Coverage D - Loss of Use .....	\$12,900

Property Deductible: \$500 deductible applies to losses under this policy's property coverage.  
A deductible is the part of a loss that you must bear.

Coverage E - Personal Liability per Occurrence .....	\$500,000
Coverage F - Medical Payments per Person .....	\$10,000
Personal Injury Aggregate Limit of Liability .....	\$500,000

**PREMIUMS**

Basic.....	\$71.00
Increased Coverage E.....	\$34.00

**Dwelling 1 Forms and Endorsements:**

F-374 (4-13) Homeowners 4 - Contents Broad Form .....	Included
F-348 (6-01) Personal Property Replacement Cost Endorsement .....	Included
F-491 (6-01) Additional Insured (Residence Premises) .....	Included
F-529 (3-18) Iowa Seasonal And Tenants Amendatory Endorsement .....	Included
F-983 (8-13) Coverage Enhancements .....	\$31.00
H-115A (4-13) Limited Fungi, Wet Or Dry Rot Or Bacteria Coverage .....	Included
SF-800 (11-08) Sewer or Drain Backup - Broad Form .....	\$34.00

Dwelling 1 Premium .....	Subtotal	\$170.00
--------------------------	----------	----------

You qualify for this reduced premium because:

- \* you have earned a valued customer credit.
- \* you are paying your premium in full.
- \* you have received a home responsibility discount.
- \* you have received a mature homeowner discount.

**ROAD AND RESIDENCE HOMEOWNERS  
RENEWAL DECLARATIONS**

Page 2

Policy: Y54353-2  
Effective Date: 04-24-21

Dwelling 1 Additional Insured-Contractor:  
CITY OF CEDAR FALLS, IOWA  
110 E 13TH ST  
CEDAR FALLS IA 50613

Dwelling 1 Additional Insured-Residence Premises:  
HALEY NICOLE SPRINGER  
3411 WINDSOR CT APT 221  
TAMPA FL 33614

Premium..... \$170.00

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 9014-34-476-005

LEASE NO. PK-2022-014 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 Doug Wetlaufer ("Tenant"), whose address for the purpose of this lease is 2430 Hawthorne Drive, 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:

UNPLATTED CEDAR FALLS PART OF SE SE SEC 34 T 90 R 14 BEG AT PT ON S LINE SEC 34 WHICH IS 770 FT W OF SE COR SEC 34 W ALONG S SEC LINE WHICH IS ASSUMED TO BEAR DUE E & W 250 FT TH N AT RT ANG 205 FT TH DUE E 246.4 FT TO PT WHICH BEARS N 1 DEG W 205 FT FROM PT OF BEG TH CONT DUE E 119.39 FT TH S 13 DEG 8 MIN 28 SEC W 210.55 FT TO S LINE SEC TH W TO PT OF BEG & EASE B 522 P 550

identified as Parcel Number 9014-34-476-005 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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.

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Attn: Administrative Supervisor  
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Cedar Falls, IA 50613

Tenant:  
  
As stated above

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**15. PROPERTY MANAGER.** The City Director of Community Development, 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:

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

Attest:

\_\_\_\_\_  
Jacque Daniels, CMC, City Clerk

**TENANT**

By:

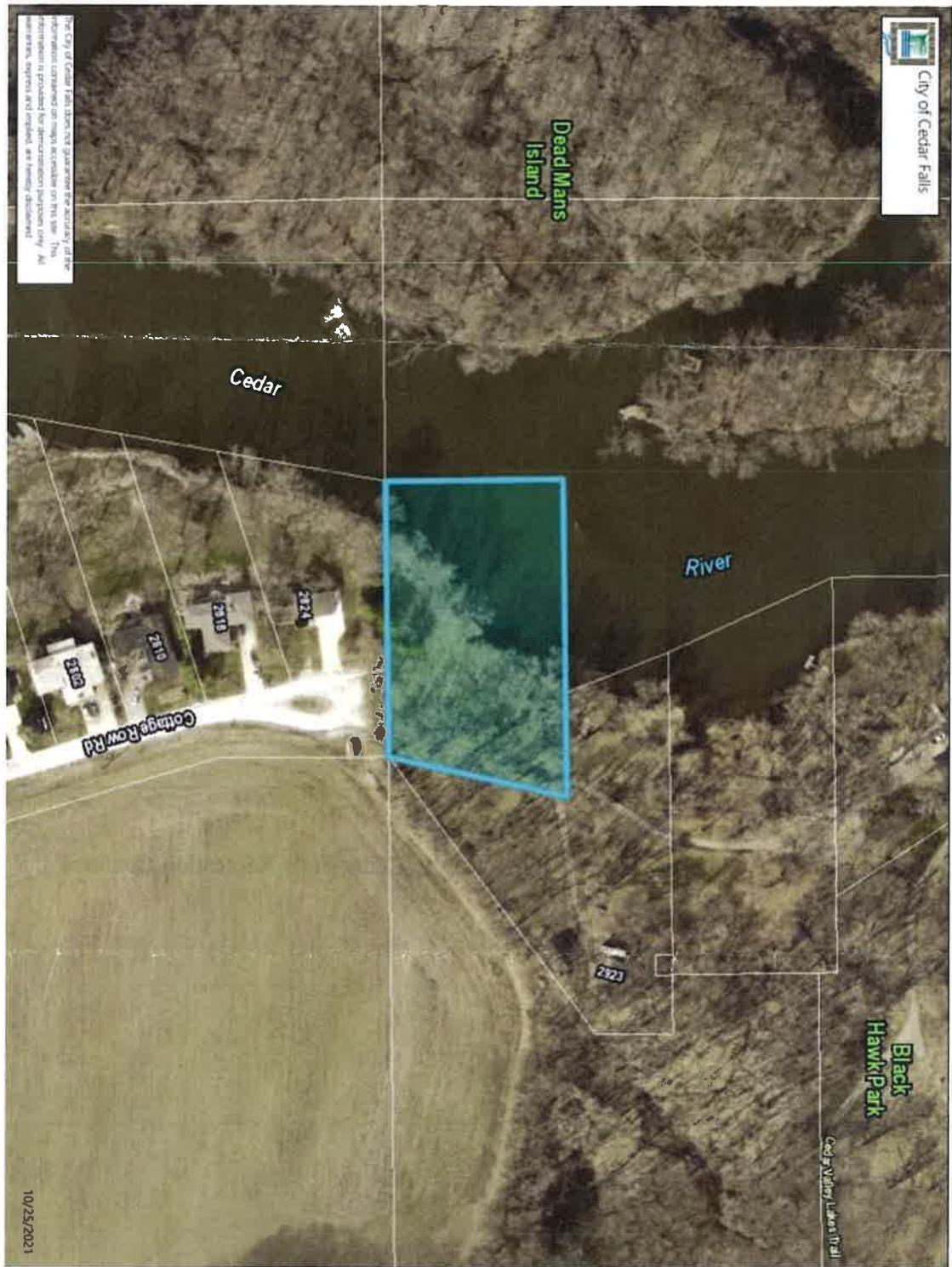
  
\_\_\_\_\_  
Signature

Douglas H. Wetlanfer  
\_\_\_\_\_  
Print Name

2430 Hawthorne Dr.  
\_\_\_\_\_  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased





Shelter Mutual Insurance Company  
 1817 W Broadway  
 Columbia, MO 65218  
 1-800-SHELTER (743-5837)



Item 12.

### Homeowners Insurance Policy Declarations

**Named Insured:**  
 DOUGLAS WETLAUFER  
 2430 HAWTHORNE DR  
 CEDAR FALLS IA 50613-4705

**Policy Number:** 14-71-6377574-1  
**Effective Date:** 04-18-2018 (12:00 NOON CST)  
**Expiration Date:** 04-18-2019 (12:00 NOON CST)

**Agent:** JEFF GUDENKAUF AGENCY LLC  
 14-0D876-31  
 3680 UNIVERSITY AVE  
 STE B  
 WATERLOO IA 50701  
 319-235-8090

These **Declarations** are part of your policy and replace all prior **Declarations**.

Primary Location	Description
2430 HAWTHORNE DR IN CEDAR FALLS IA 50613	2 Family Frame Dwelling

Coverages	Limits	Deductible	Endorsement Number	Premium
A. Dwelling	\$267,600	\$1,500*		\$804.00
B. Other Structures	\$26,760	\$1,500*		
C. Personal Property	\$187,320	\$1,500*		
D. Additional Living Expense	24 Months			
E. Personal Liab (BI & PD) Each Occurrence	\$500,000			\$21.00
F. Medical Payments To Others Per Person	\$1,000			
Expanded Restoration Cost Coverage			B-327.12-B	\$72.00
Drainage System Endorsement	\$10,000		B-102-B	\$50.00
The Drainage System Endorsement limit is an aggregate limit for all losses from one occurrence irrespective of the number of coverages that apply.				
Additional Res Premises Occupied by an Insured (Section II) 2923 COTTAGE ROW RD			B-389.2-B	\$14.00

\* We will take only one deductible when multiple coverages apply to losses caused by one accident.

**Total for Term (This is Not a Bill):** \$961.00

**Discounts:**

The following discounts have been applied to this policy and are reflected in the above premiums, resulting in a premium savings of **\$453.00** Protective Device Credit; Companion Policy; No Claims Credits

Policy forms and additional endorsements attached to this policy	Number
Homeowners Insurance Policy (Special Coverage Form 3) - Iowa	HO3 IA1
Mutual Policy Notification	S-18-S
Additional Insureds Endorsement - Designated Premises Only	B-347.5-B
Amendatory Endorsement - Additional Coverage C Perils	B-246-B

**Mortgagee**

**Loan Number: 800606802**  
FARMERS STATE BANK  
131 TOWER PARK DR  
WATERLOO IA 50701-9589

**Mortgagee**

FARMERS STATE BANK  
131 TOWER PARK DR  
WATERLOO IA 50701-9589

**Addl Insured**

CITY OF CEDAR FALLS  
220 CLAY ST  
CEDAR FALLS IA 50613-2726

**(For Office Use Only)**

Transaction: RNEW B  
H. O. CODE: 961.00  
Policy ID: 28002853482  
Policy Term: One Year  
County: 13  
Mortgagee Pays Premium

Tier: 1000  
Protection Class: 03  
Date Issued: 03-14-2018  
'03142017'  
Zone Code: 10

B-223.14-B

**End of Declarations**



**SHELTER  
INSURANCE  
COMPANIES**

SHELTER MUTUAL  
SHELTER GENERAL  
SHELTER LIFE

**Jeff Gudenkauf, Agent**  
3680 University Ave Suite B  
Waterloo, IA 50701  
Office: (319) 235-8090  
Cell: (319) 215-5535  
Fax: (319) 235-8098  
jgudenkauf@shelterinsurance.com

Re: Douglas Wetlaufer  
2430 Hawthorne Dr  
Cedar Falls, IA 50613

To Whom It May Concern,

Parcel number 9014-34-476-005 is extended coverage under policy number 14-71-6377574-1 with Shelter Insurance as an insured premises per definition 21f of the policy: unimproved premises owned by, controlled by, or rented to, an insured, but this does not include premises, any part of which are used for farming or custom farming.

Please contact me with any additional questions.

Thank you,

Jeff Gudenkauf  
Agent



**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-039-007

LEASE NO. PK-2022-016 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 Sandra Adolphs ("Tenant"), whose address for the purpose of this lease is 1924 Cypress Avenue, 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:

**BRUHNS SUBDIVISION NO TWO LOT 7**

identified as Parcel Number 8914-02-039-007 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, 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.** Tenant shall show proof 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. The following shall constitute an event of default by Tenant: 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 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 in connection with this Lease shall be sent to the following addresses:

Landlord:

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

Tenant:

As stated above

**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 26, 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 Community Development, 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:

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

Attest:

\_\_\_\_\_  
Jacque Daniels, CMC, City Clerk

**TENANT**

By:

Sandra Adolphs  
Signature

Sandra Adolphs  
Print Name

1924 Cypress Ave Cedar Falls, Ia. 50613  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased



# CERTIFICATE OF LIABILITY INSURANCE - IOWA



Item 12.

Brenda M Holzer  
 515 MAIN ST STE B  
 CEDAR FALLS, IA 50613  
 (319) 277-2056  
 (031/722)

American Family Mutual Insurance Company, S.I.  
 6000 American Parkway  
 Madison, WI 53783  
 For customer service and claims service,  
 24 hours a day, 7 days a week  
 1-800-MY AMFAM (1-800-692-6326)  
 amfam.com

Insured's Name and Address: Allan & Sandra Adolphs 1924 Cypress Ave Cedar Falls, IA 50613	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.
--	--

### COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured name 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
<b>Homeowners/ Mobilehomeowners Liability</b>	41063-89922-96	02/13/2021	02/13/2022	Bodily Injury and Property Damage Each Occurrence \$ 1,000,000
<b>Boatowners Liability</b>				Bodily Injury and Property Damage Each Occurrence \$ ,000
<b>Farm/Ranch Liability</b>				Farm Liability & Personal Liability Each Occurrence \$ ,000
				Farm Employer's Liability Each Occurrence \$ ,000
<b>Workers Compensation and Employers Liability †</b>				Statutory *****
				Each Accident \$ ,000
				Disease - Each Employee \$ ,000
				Damage - Policy Limit \$ ,000
<b>General Liability</b> <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>				General Aggregate \$ ,000
				Products - Completed Operations Aggregate \$ ,000
				Personal and Advertising Injury \$ ,000
				Each Occurrence \$ ,000
				Damage to Premises Rented to You \$ ,000
				Medical Expense (Any One Person) \$ ,000
				Each Occurrence†† \$ ,000
				Aggregate†† \$ ,000
<b>Businessowners Liability</b>				Common Cause Limit \$ ,000
				Aggregate Limit \$ ,000
<b>Liquor Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Bodily Injury - Each Person \$ ,000
				Bodily Injury - Each Accident \$ ,000
				Property Damage \$ ,000
				Bodily Injury and Property Damage Combined \$ ,000
				Each Occurrence/Aggregate \$ ,000
<b>Umbrella Liability</b> <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/> Personal Umbrella Liability				Bodily Injury and Property Damage \$ ,000
				Each Occurrence \$ ,000

**Other (Miscellaneous Coverages)**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS parcel 8914-02-039007	†The individual or partners shown as insured elected to be covered under this policy <input type="checkbox"/> Have <input type="checkbox"/> Have not
	††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

<b>CERTIFICATE HOLDER'S NAME AND ADDRESS</b>	<b>CANCELLATION</b>
City of Cedar Falls 110 E 13th St Cedar Falls, IA 50613	Should any of the above described policies be cancelled before the expiration date thereof notice will be delivered in accordance with the policy provisions
	DATE ISSUED: 12/08/2021 AUTHORIZED REPRESENTATIVE: Becky Moore8





## 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 (JD), City Planner I  
**DATE:** December 13, 2021  
**SUBJECT:** Façade and signage updates in the College Hill Neighborhood Overlay District

**REQUEST:** Request to approve College Hill Neighborhood Overlay District design review application for exterior remodel work at 2019 College Street (#DR21-009)

**PETITIONER:** Owner: Kwik Trip

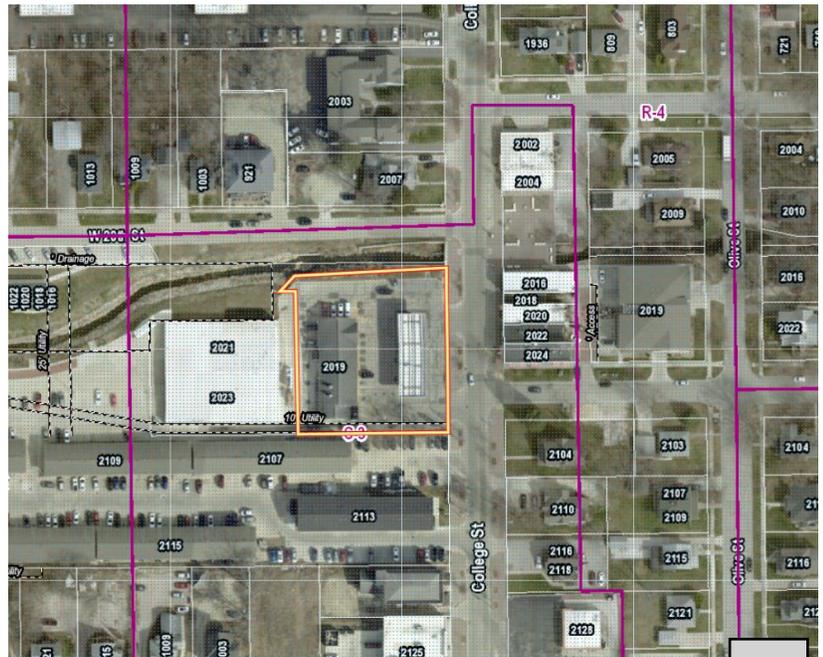
**LOCATION:** 2019 College Street

### PROPOSAL

This request involves a proposal for site redevelopment /exterior remodels at 2019 College Street. The applicant is proposing to update exterior façade elements, including updating the gas canopy, and signage. The property is located in the College Hill Neighborhood Overlay Zoning District and a review by the Planning and Zoning Commission and City Council is required for making substantial improvements on the property in the district.

### BACKGROUND

The College Hill Neighborhood Overlay District was established for the preservation of neighborhood character and the stabilization of its neighborhoods after a long history of changes and updates to properties that typically increased occupancies and detracted from the original intent of those properties and neighborhoods. This trend and the establishment of the Overlay called for more scrutiny when reviewing changes that may affect the character of the neighborhood. See the location map on the side for reference, the highlighted property in yellow boundary is the project site in discussion.



The subject property is located within the C-3, Commercial Zoning and the College Hill Neighborhood Overlay Zoning District (Section 26-181). The Overlay Zoning District intends to develop business district and residential districts in an orderly manner and one that complements the University of Northern Iowa campus, promotes community vitality and safety. As per code, modification of the exterior appearance of the structure, façade improvements, changes, routine repair and replacement of existing siding, new signage, etc. are termed as a substantial improvement. A substantial improvement requires review and approval by the Planning and Zoning Commission and the City Council. The criterion listed in the Overlay requires that the following be considered in this design review: neighborhood character, building materials, façade details, renderings, signage and other provisions as applicable in the code.

The subject property has been a gas station since 1994 and will continue being operational as a gas station, which is an allowed use as per zoning district, no new use is being proposed. The petitioner/owner of the property at 2019 College Street is proposing to upgrade exterior finishes at this location including updating the building façade, replacing fascia, gutters, soffits, updating gas canopy with new signage, updating fuel dispensers color, etc. to align the store's looks with older legacy store's looks and the goal of the franchise.

The city staff notes that the focus for this case is to review the proposed building design updates including façade changes, canopy signage and preservation of neighborhood character aspect of design review. A façade renovation or substantial improvements that substantially alter the exterior appearance or character of the structure shall require review and approval by the Planning and Zoning Commission and City Council.

## ANALYSIS

With the submitted design review application, the applicant is planning to make the following updates on the property:

- Remove the White Vinyl Siding and Red Brick Wainscot and replace it with a brick product on the front, visible sides and corners of the store. And the non-visible/backside of the building will be turned into a burgundy vinyl siding.
- Visible gables will be replaced with stucco in a tan finish.
- Replace the fascia, gutters, and soffit on the store.
- Upgrade soffit lighting with LED fixtures.
- Gas canopy is proposed to have new tan metal fascia panels and red LED stripe installed on it.
- New gas canopy sign and lighting.
- Fuel dispensers will also get new a look with a new red wrap on it.

Above listed changes are proposed as it is desired with upper management of "Kwik Trip" to align older legacy stores look with that of new/remodeled stores. The illustrations below would be useful to analyze existing and proposed scenarios for the project. With the nature of the proposed project, the following areas of design review sections were analyzed:



### Architectural Character:

The architectural character of the building or materials and textures on the buildings are compatible with those of primary design elements on site. Brick façade is proposed on three sides of the building and the backside of the building will have burgundy vinyl siding. Visible gables on the building will be replaced with stucco in a tan finish to complement the overall look of the building. As per the proposal, the roof is not being altered or refinished but the fascia, gutters and soffits will be replaced with new ones. Overall, the proposed ideas will enhance the look of the overall site and also enhance the character of the building and will be an improvement in quality of existing materials.

### Building entrances:

As per the proposal, no new building entries or site entries are being proposed; the idea is to use the existing building and site entries as is. However, the main entrance of the building is being enhanced with visible gables which will be replaced with stucco in a tan finish. Staff finds that the proposed design will enhance the building entry on-site.

### Building Scale:

Building scale is not changing as the proposal is about updating the existing façade elements of the building with a newer material pallet and not altering the building footprint. The proposed design does have variations in architectural details, materials and texture, which will be an update to the existing vinyl siding building. Staff finds that the proposed variation will align with the character of buildings in immediate surroundings and will improve the character of the neighborhood.

### Building Materials:

For commercial and mixed-use buildings, street-facing facades shall be comprised of at least 30 percent brick, stone or terra cotta. On street-facing facades, a minimum of 70 percent of the ground floor between two and ten feet in height above the ground level shall consist of clear and transparent storefront windows.

The proposed design does have a majority brick finish on the street-facing façade and the side facades to enhance the overall look of the building. With proposed changes in building materials, the applicant will be bringing building closer to compliance, as the applicant is not proposing to add storefront windows which still remain non-compliant with code. Staff finds that

the proposal does not include any building alteration but more of updating façade materials, therefore finds the proposal to be more reasonable. The applicant has managed to update the existing façade with a brick finish on three visible sides of the building, wherein a brick finish does wrap around the corners to the alternate material side of the building as stated in the code. Overall, staff finds that proposed building material finishes will enhance the overall look of the building, bring building closer to compliance and improve the character of the area.

Gas Canopy and Canopy Sign:

Part of proposal includes updating existing canopy siding with red and blue vinyl stripes with new tan metal fascia panels and red LED stripe for branding purposes. The new 8 inches LED strip and channel letters will be lighted. City staff finds that the proposed red LED strip in the periphery of the gas canopy would be a nuisance for surrounding residents, as most of the adjacent areas are residential in nature and the area east of the site along College Street has residential units above commercial storefronts on the main level that would be directly affected by the LED lighting. City staff finds that the proposed look is more appropriate for highway or peripheral areas of the city and is not appropriate within a neighborhood context. Staff suggests finding alternatives such as adding a red band with no illumination which would respect the new branding and character of the College Hill Neighborhood without the nuisance effect. The proposal also includes updating new red wrap on fuel dispensers that would match the new theme of the store/franchise, which would be a good way to enhance the site.

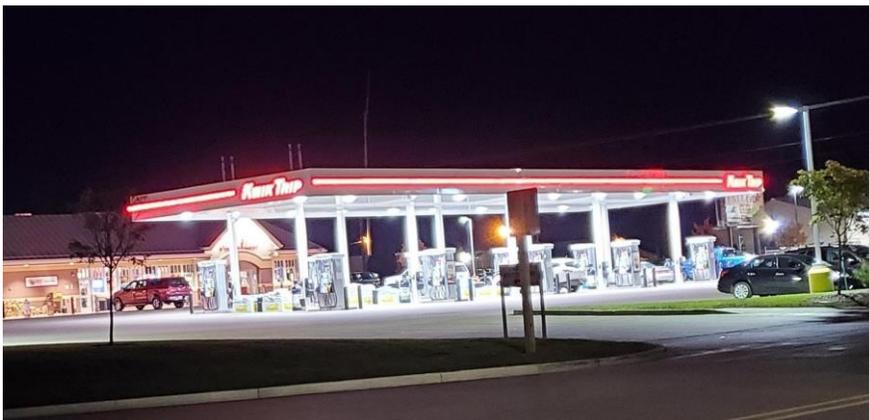
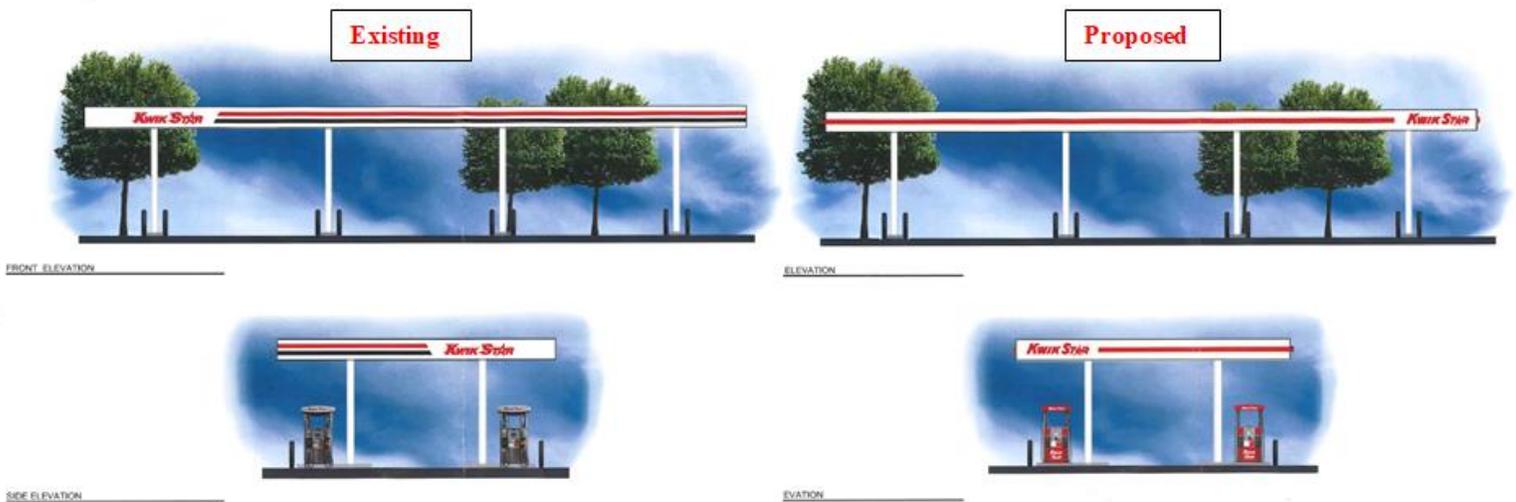


Image to left shows the impression of the gas canopy in the nighttime. The picture depicts that the Red LED strip on the gas canopy might create nuisance if the site is surrounded by residential uses like College Hill Neighborhood. Generally, gas canopies tend to be overly lit, as the intent is to get a customer from a distant. With addition of LED strip on gas canopy will further lead to more lighting on site creating nuisance.

Also sign code states that the sign should be located in a manner that it is downcast on site and is not illuminating towards neighboring properties.

Overall, staff finds that the improvements proposed would enhance the overall look of the site but the LED strip on the gas canopy needs to be replaced with a red vinyl band or red color band without any illumination to preserve the character of the College Hill Neighborhood and more importantly to prevent nuisance light. City staff notes that separate sign permits will be required to review and approve gas canopy signage.

### TECHNICAL COMMENTS

Notification of this case was sent to adjacent property owners on 12/01/2021. Staff suggests finding non-illuminating alternatives to Red LED strip on the gas canopy to preserve the character of the neighborhood. Staff notes that the applicant will have to apply for required building permit and sign permit to make necessary changes as per the proposal on site. Permits will be approved and released, once we get approval from both Planning and Zoning Commission and City Council.

### STAFF RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted design review application as per staff's recommendation at their regular meeting on 8<sup>th</sup> December 2021 with a vote of 7 ayes and 0 nays. The staff also recommends approval of the submitted College Hill Neighborhood application for updating façade materials, gas canopy and signage for Kwik trip at 2019 College Street provided that the LED light strip is removed from the design of the canopy.

### PLANNING & ZONING COMMISSION

Discussion/Vote 12/8/2021 Chair Leeper introduced the item and Mr. Atodaria provided background information. He explained that it is proposed to update the exterior appearance, replace fascia, gutters and soffit on the store, upgrade the lighting, updating the canopy and changing the fuel dispenser color. Staff finds that that the upgrades with enhance the look of the site and enhance the character of the neighborhood, but have some concerns with the gas canopy lighting. Staff recommends finding non-illuminating alternatives that is downcast on the site and not illuminate toward neighborhood properties. Staff recommends approval of the project with the stipulation that the LED light strip is removed from the design of the canopy. Mr. Atodaria noted that a letter was received from the College Hill Partnership that has been passed on to the Commission. The applicant was available via Zoom to answer any questions.

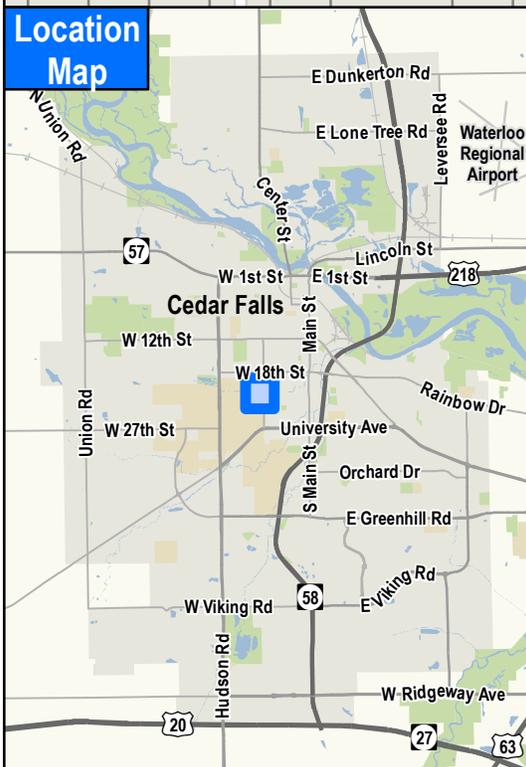
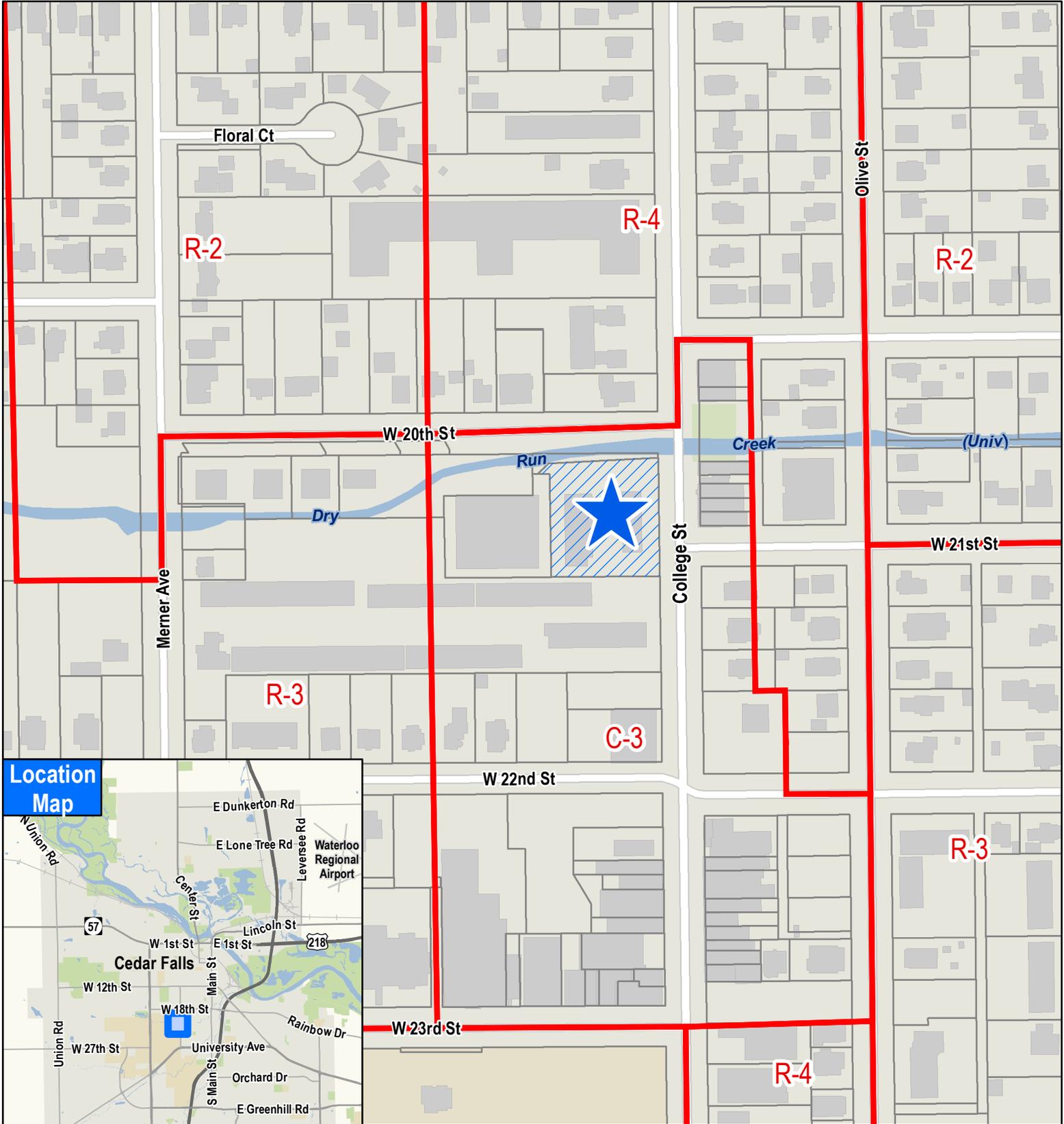
Mr. Larson moved to approve the item as submitted without a change to the lighting on the canopy. Mr. Hartley seconded the motion. Mr. Larson stated that the picture that was referenced with the red light was from the Kwik Star near Greenhill Road. He feels that the neighborhoods are similar and the lighting at that location does not appear to be an issue. Ms. Howard explained that the homes on College Hill are much closer to the residential buildings than at the Greenhill Road location. She explained that leaving the lighting would create nuisance issues down the road.

The motion was denied with 2 ayes (Hartley and Larson), and 5 nays (Crisman, Grybovych, Leeper, Lynch and Moser).

Ms. Lynch moved to approve the item as submitted with no canopy lighting. Ms. Crisman seconded the motion. The motion was approved unanimously with 7 ayes (Crisman, Grybovych, Hartley, Larson, Leeper, Lynch and Moser), and 0 nays.

Attachments:

Existing Building design elements  
Proposed building design elements  
Letter of Intent



**College Hill Design Review for  
Kwik Trip  
2019 College St (DR21-009)**



## Store Engineering

FAX 608-793-6237

1626 Oak St., P.O. Box 2107  
La Crosse, WI 54602

[www.kwiktrip.com](http://www.kwiktrip.com)

August 10<sup>th</sup>, 2021

### Cedar Falls Planning and Zoning / Building Inspections

Cedar Falls City Hall  
220 Clay St.  
Cedar Falls, IA 50613

RE: Kwik Trip #726 located at 2019 COLLEGE ST, CEDAR FALLS, IA 50613

Hello – We are proposing to upgrade our Exterior Finishes at this location. The Proposed Conceptual Plans are included with this letter. We plan to remove the White Vinyl Siding, and the Red Brick Wainscot. We then plan to install a Thin Brick product on the Front, and Visible Side(s) of the store. We would wrap that Brick Material around the corners of the store and then transition to a Burgundy Vinyl siding on the non-visible sides of the store. In the Visible Gables we are proposing Stucco in a Tan Finish. Additionally, we would replace the Fascia, Gutters, and Soffits on the store, and upgrade the soffit lighting with LED Fixtures.

The Gas Canopy is proposed to have new Tan Metal Facia panels and Red LED Stripe installed on it. The Fuel Dispensers are also being shown with a new Red Wrap on them.

This look is desired by our Upper Management to align our Older Legacy Store's look with that of our New / Remodeled Stores.

We wanted to get you this information in hopes of finding out what Permits (if any) are required to do this project.

Thank you for your time. Please call or email with questions.

Chris Nutini  
Kwik Trip Store Engineering  
608-793- 5551  
[cnutini@kwiktrip.com](mailto:cnutini@kwiktrip.com)

### OUR MISSION

*To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.*



**Kwik  
TRIP**

**Kwik  
STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

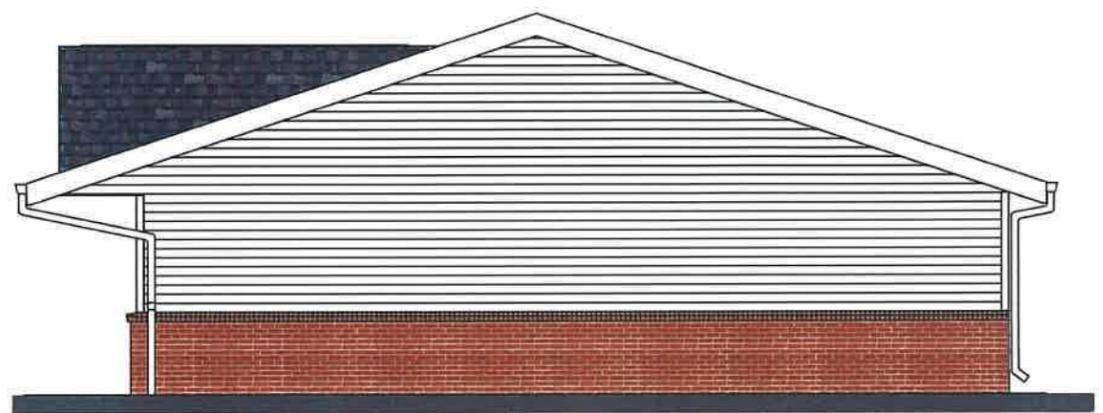
EXISTING STORE ELEVATION

#	DATE	DESCRIPTION

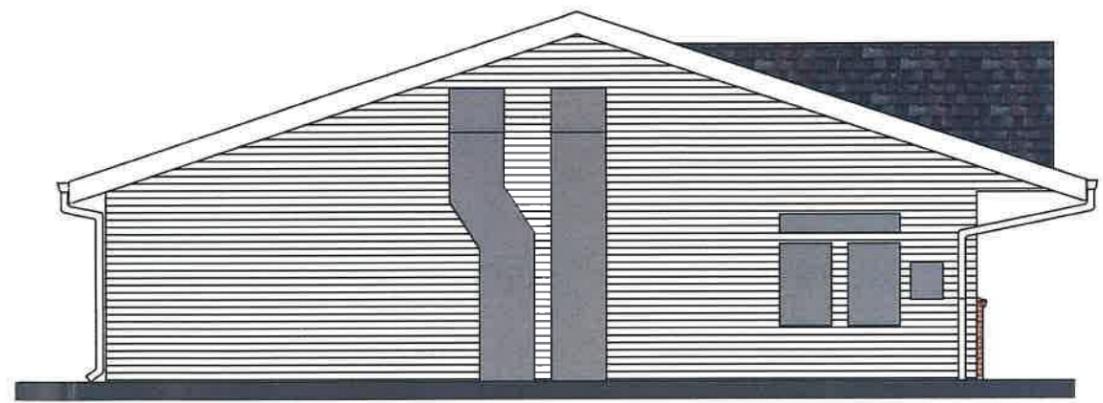
DRAWN BY X.XXXXX  
 SCALE MULTIPLE  
 PROJ. NO. 0001  
 DATE XXXX-XX-XX  
 SHEET CS1



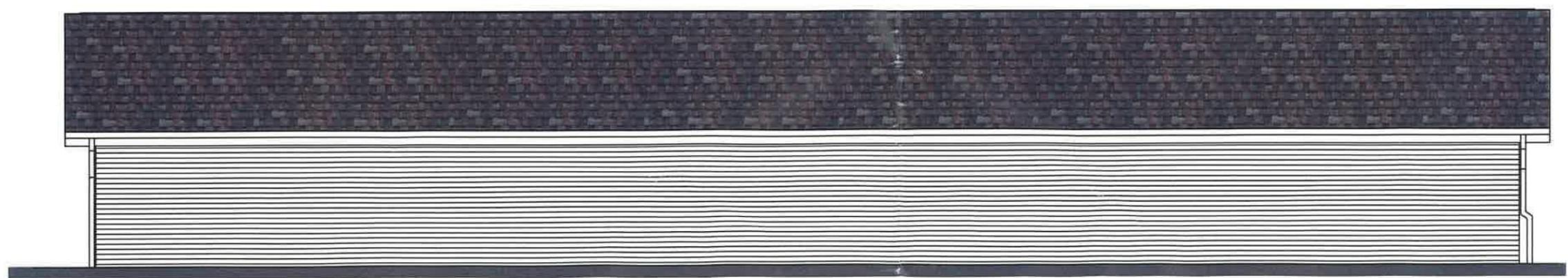
FRONT STORE ELEVATION



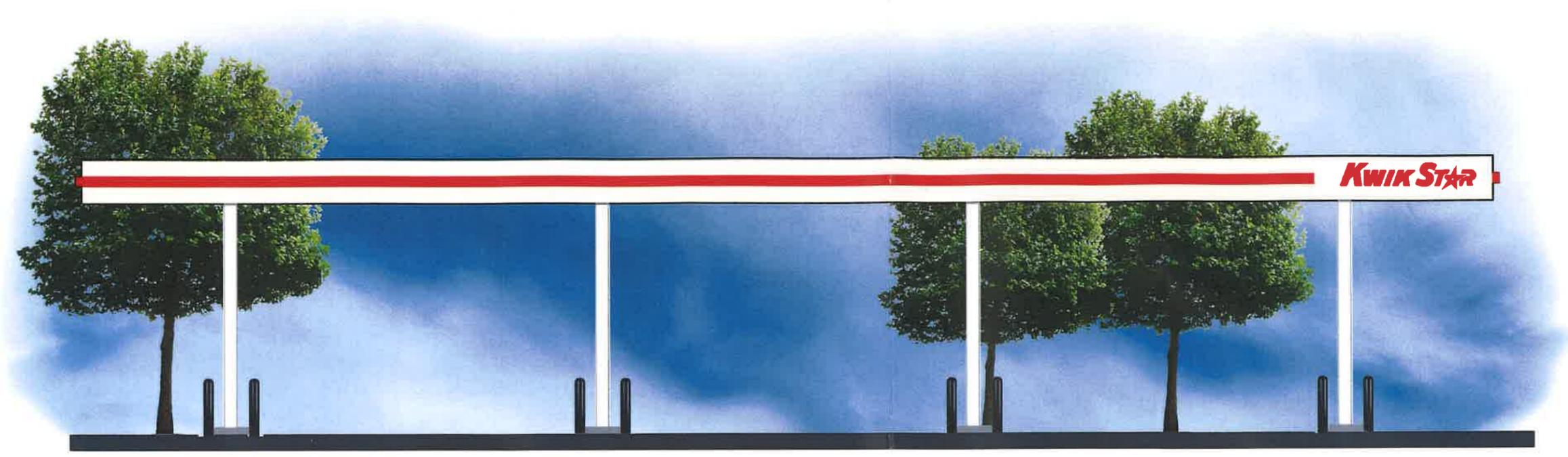
SIDE STORE ELEVATION



SIDE STORE ELEVATION



REAR STORE ELEVATION



FRONT ELEVATION



SIDE ELEVATION



KWIK TRIP, Inc.  
 P.O. BOX 2107  
 1626 OAK STREET  
 LA CROSSE, WI 54602-2107  
 PH. (608) 781-8988  
 FAX (608) 781-8960

PROPOSED CANOPY ELEVATION

#	DATE	DESCRIPTION

DRAWN BY: X.XXXXX  
 SCALE: MULTIPLE  
 PROJ. NO.: 0001  
 DATE: XXXX-XX-XX  
 SHEET: CA2

**Kwik  
TRIP**

**Kwik  
STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

PROPOSED STORE ELEVATION

#	DATE	DESCRIPTION

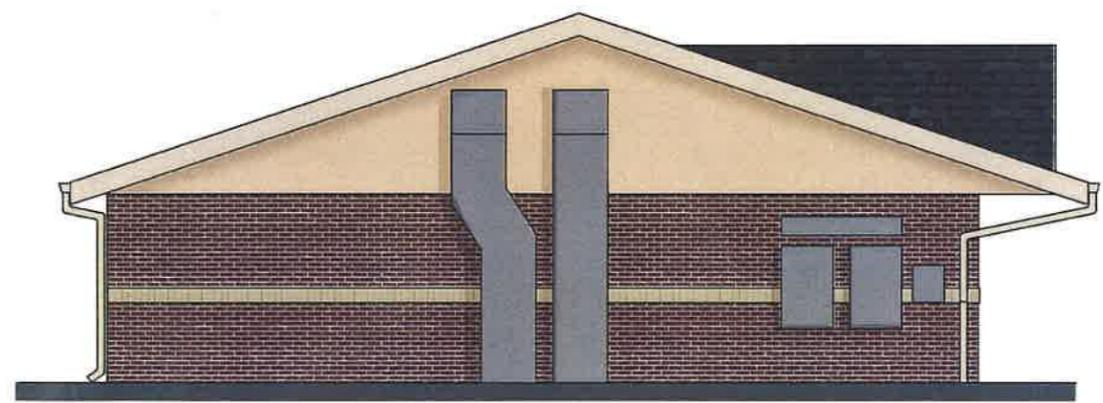
DRAWN BY	X XXXXX
SCALE	MULTIPLE
PROJ. NO.	0001
DATE	XXXX-XX-XX
SHEET	CS2



FRONT STORE ELEVATION



SIDE STORE ELEVATION



SIDE STORE ELEVATION



REAR STORE ELEVATION



## 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 & City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** December 13, 2021  
**SUBJECT:** EDA Grant Application–Cedar River Recreation Project

A Riverfront Master Plan was developed in 2017 for the area between Center Street and 1<sup>st</sup> Street. The Cedar River Recreation Project is the first step in the realization of the Master Plan. During 2021, the City has secured several grants to support the cost of the project. Construction costs are higher than originally anticipated; therefore, Council indicated support for staff to prepare a grant application to the Economic Development Administration (EDA) under a new program: American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Grant.

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

On-bank improvements will include terraces constructed with boulders to stabilize the riverbanks and provide path and trail connections from Peter Melendy and Gateway Parks. On the Gateway Park side of the River is a River Art Plaza designed to be a place to watch activities and offer an educational experience by showing how the stream channel was formed and the connection Cedar Falls has to communities up and down the river. In addition, this area will explain the river ecology and its role in the history of human, plant and animal development.

The total project funding is anticipated to be \$5,250,000. This includes the design and construction observation fees as well as funding for recommended maintenance after the project has been completed for one year. The construction portion of the budget would be \$4,831,450, increasing the original construction budget by \$1,131,450. The sources of funding for this project are outlined below and proposed in the FY22-FY27 Capital Improvements Plan:

Gen. Obligation Bond	\$525,000
Emergency Reserve	\$1,000,000
Federal/State Grants	\$1,725,000
Private	\$500,000
Black Hawk County Gaming	\$1,500,000

In order to submit the grant, several approvals are needed to submit with the grant. The EDA staff has encouraged we submit by December 31<sup>st</sup>. We would anticipate a notification of intent to award by February 2022. Staff recommends submitting a request for \$1,500,000 in grant funding through the American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Grant Program. If awarded, the City intends to utilize INRCOG to help meet all federal requirements during construction. Staff recommends approval of resolutions for the following items related to the grant application:

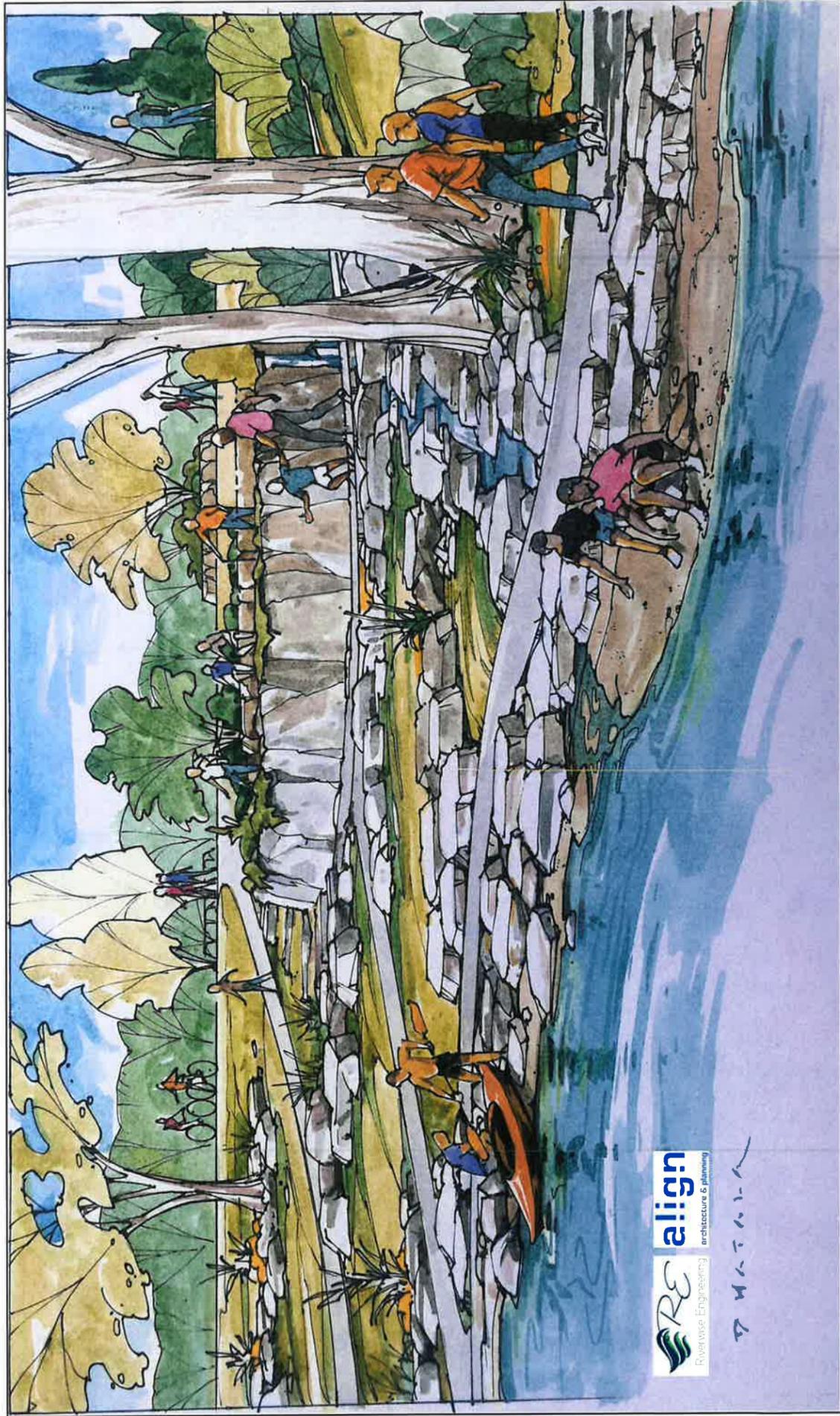
1. Support of submitting the application for the EDA grant.
2. Financial assurances for the project.
3. Support for a memorandum of understanding that Cedar Falls plans to work with Iowa Northland Regional Council of Governments (INRCOG) for administration of the grant, if received.

Exhibits: Plan Overview  
River Art Plaza Elevation  
River Art Plaza Birds Eye View

xc: Thomas Weintraut, Planner III  
David Wicke, PE, City Engineer  
Chase Schrage, Director of Public Works

# Cedar River Recreation Project







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

**RESOLUTION APPROVING AND AUTHORIZING AN APPLICATION TO THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FOR A FY2021 ECONOMIC DEVELOPMENT ADMINISTRATION AMERICAN RESCUE PLAN ACT TRAVEL, TOURISM AND OUTDOOR RECREATION FUNDING OPPORTUNITY RELATIVE TO THE CEDAR RIVER RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT; AND DESIGNATING THE MAYOR AS THE OFFICIAL REPRESENTATIVE OF THE CITY AND AUTHORIZING THE MAYOR TO SIGN SAID APPLICATION AND CERTAIN ASSURANCES IN CONJUNCTION WITH SAME**

**WHEREAS**, it is in the best interest of the City Council of the City of Cedar Falls, Iowa, to avail itself of financial assistance through the U.S. Department of Commerce, Economic Development Administration (EDA), specific to assist communities in recovery from the coronavirus pandemic’s negative impact on the travel, tourism, and outdoor recreation sectors, under the FY2021 EDA American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Notice of Funding Opportunity; and

**WHEREAS**, the City of Cedar Falls, Iowa, is seeking assistance for a Cedar River Recreational River Area and Riverbank Improvements Project; and

**WHEREAS**, the FY2021 EDA American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Notice of Funding Opportunity addresses the needs of the City of Cedar Falls, Iowa, and said Project.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Cedar Falls, Iowa, as follows:

1. That the U.S. Department of Commerce, Economic Development Administration (EDA) application is hereby approved.
2. That the Mayor is hereby designated as the official representative of the City of Cedar Falls, Iowa, and is further hereby directed and authorized to sign said Application and certain assurances in conjunction with same.

**ADOPTED** this 20<sup>th</sup> day of December, 2021.

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

**ATTEST:**

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

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

**RESOLUTION APPROVING COMMITMENT OF LOCAL FUNDING, IN CONJUNCTION WITH A U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) DISASTER RECOVERY GRANT RELATIVE TO INSTREAM AND UPLAND IMPROVEMENTS OF PHASE 1 OF THE CEDAR RIVER RECREATIONAL RIVER AREA AND RIVERBANK IMPROVEMENTS PROJECT**

**WHEREAS**, the total estimated cost of the construction project is \$4,831,450 to complete instream and upland improvements for Phase 1 of the Cedar River Recreational River Area and Riverbank Improvements Project; and

**WHEREAS**, the City of Cedar Falls, Iowa, is applying for \$1,500,000 in Economic Development Administration funding assistance for this particular disaster project; and

**WHEREAS**, the City of Cedar Falls, Iowa, and its partners, will match the EDA request with \$3,331,450 in local funds; and

**WHEREAS**, said disaster recovery funds are part of a specific disaster grant to assist communities in recovery from the coronavirus pandemic’s negative impact on the travel, tourism, and outdoor recreation sectors, under the FY 2021 EDA American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Notice of Funding Opportunity.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Cedar Falls, Iowa, that \$3,331,450 of local funding is hereby approved and committed toward this project.

**ADOPTED** this 20<sup>th</sup> day of December, 2021.

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

**ATTEST:**

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

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

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING WITH THE IOWA NORTHLAND REGIONAL  
COUNCIL OF GOVERNMENTS (INRCOG) FOR THE ADMINISTRATION OF A U.S.  
DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION  
(EDA) DISASTER RECOVERY GRANT**

**WHEREAS**, the Cedar Falls City Council, desires to make an application to the U.S. Department of Commerce, Economic Development Administration (EDA), under the FY 2021 EDA American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Notice of Funding Opportunity to assist communities in recovery from the coronavirus pandemic's negative impact on the travel, tourism, and outdoor recreation sectors, and

**WHEREAS**, one of the provisions of the Grant calls for proven ability to deal with the administration of the rules and regulations, and

**WHEREAS**, the Iowa Northland Regional Council of Governments (INRCOG) has the personnel and experience working with the EDA grant programs; and

**WHEREAS**, the Cedar Falls City Council deems it in the best interest of the City of Cedar Falls, Iowa, to enter into a Memorandum of Understanding (MOU) with the Iowa Northland Regional Council of Governments (INRCOG) for administration of the U.S. Department of Commerce, Economic Development (EDA) Disaster Recovery Grant, subject to being awarded said grant.

**NOW THEREFORE BE IT RESOLVED** by the Cedar Falls City Council, Cedar Falls, Iowa, that said Memorandum of Understanding (MOU) with the Iowa Northland Regional Council of Governments (INRCOG) is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Memorandum of Understanding on behalf of the City of Cedar Falls.

**ADOPTED** this 20<sup>th</sup> day of December, 2021.

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

**ATTEST:**

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



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM

*Administration Division*

**TO:** Mayor Green & City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** December 10, 2021  
**SUBJECT:** FEMA Grant Application-Building Resilient Infrastructure and Communities

FEMA recently announced the availability of grants through the Building Resilient Infrastructure and Communities (BRIC) grant program. The program seeks to fund research-supported, proactive investment in community resilience. They offer two types of grants: scoping (studies and planning) and mitigation projects (infrastructure).

The City added drainage studies to the Capital Improvements Plan in 2018. The description is as follows: "This project analyzes drainage patterns and issues in subwatersheds within Cedar Falls. The study would identify improvements needed that can then be done in conjunction with the Annual Pavement Management Program or as separate projects, as appropriate." Our current CIP identifies \$75,000 every other year for this activity. Such studies fit with the BRIC "scoping" funding. Therefore, staff wishes to submit a request for \$340,000 in BRIC grant funds to support a stormwater master plan for a portion of the city. The total project cost would be \$400,000, utilizing \$60,000 of City funds. Obtaining this grant would allow us to study a larger area than what we would have available on our own, through the CIP. A consultant would be hired to complete this subwatershed stormwater master plan. The master plan would use a Rain-on-Grid Analysis combined with storm sewer modeling software to identify and prioritize drainage problems. It will show a proposed storm sewer network that will be used to determine where new storm sewer is needed and proper upsizing of existing storm sewer. The master plan will also identify other solutions such as detention areas, channel improvements, regrading, etc. These improvements will be broken down into a chronological (downstream to upstream) list of projects that can be incorporated into street reconstruction projects or be stand-alone projects themselves, as conditions warrant. Each project will have a construction cost estimate. This stormwater master plan will then be used to identify storm water projects for the Capital Improvements Plan each year.

City staff and INRCOG are working on details for the application. The study area anticipated is 1<sup>st</sup> Street to Dry Run Creek University Branch (north to south) and Cedar River/Dry Run Creek to Hudson Road (east to west), approximately 1.7 square miles. This is an area of high need, having limited storm sewer and susceptibility to flash flooding. The deadline to submit to FEMA is the end of January, but Iowa Homeland Security & Emergency Management recommends submitting a few weeks prior to that.

In order to submit the grant, several approvals are needed. Staff recommends approval of resolutions for the following items:

1. Council designation of authorized representative.
2. Support of submitting the application for the BRIC grant.
3. Support on the required local match (15% of the total project).
4. Support for a memorandum of understanding that Cedar Falls plans to work with Iowa Northland Regional Council of Governments (INRCOG) for administration of the grant, if received.

Attachments: Map of Stormwater Master Plan Area

Xc: Luke Andreason, PE, Principal Engineer  
David Wicke, PE, City Engineer  
Chase Schrage, Director of Public Works



# Priority Area for Stormwater Master Plan Storm Sewer Modeling

Map data provided by GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**RESOLUTION NUMBER \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF CEDAR FALLS, IOWA APPROVING A IOWA HOMELAND SECURITY & EMERGENCY MANAGEMENT (HSEMD), UNDER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), BRIC PROJECT SCOPING APPLICATION; DESIGNATING THE MAYOR AS THE OFFICIAL REPRESENTATIVE OF THE CITY AND AUTHORIZING THE MAYOR TO AFFIX HIS SIGNATURE TO SAID APPLICATION AND CERTAIN ASSURANCES IN CONJUNCTION WITH SAME.**

WHEREAS, it is in the best interest of the City Council of the City of Cedar Falls, Iowa, to avail itself of financial assistance through the US Department of Federal Emergency Management Agency, specific to assisting in activities creating resilient communities and improving hazard mitigation; and

WHEREAS, the City is seeking assistance for a study on stormwater improvements; and

WHEREAS, the FEMA BRIC Scoping Grant application addresses the needs of the City; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, as follows:

1. The Iowa Homeland Security & Emergency, through the US Department of Federal Emergency Management Agency (FEMA) BRIC scoping application is hereby approved.
2. The Mayor is hereby designated as the official representative of the City and is further hereby directed and authorized to affix his signature to said application and certain assurances in conjunction with same.

Passed and adopted this 20<sup>th</sup> day of December, 2021.

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

ATTEST:

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

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

**RESOLUTION APPROVING COMMITMENT OF LOCAL FUNDING, IN CONJUNCTION WITH A U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) SCOPING PROJECT RELATIVE TO A STORMWATER MASTER PLAN**

**WHEREAS**, the total cost of the project is \$400,000 for a stormwater improvement study; and

**WHEREAS**, the City of Cedar Falls, Iowa, is applying for \$340,000 in Building Resilient Infrastructure and Communities (BRIC) Scoping Project funding assistance for this project; and

**WHEREAS**, the City of Cedar Falls, Iowa, will match the request with \$60,000 in local funds; and

**WHEREAS**, said program funds are part of the Building Resilient Infrastructure and Communities (BRIC) funds provided to the State of Iowa by the U.S. Federal Emergency Management Agency (FEMA); and

**WHEREAS**, this project was identified as part of a local needs assessment.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Cedar Falls, Iowa, that \$60,000 of local funding is hereby approved and committed toward this project.

**ADOPTED** this 20<sup>th</sup> day of December, 2021

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

**ATTEST:**

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

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

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS (INRCOG) FOR ADMINISTRATION OF AN IOWA HOMELAND SECURITY & EMERGENCY MANAGEMENT (HSEMD), U.S. DEPARTMENT OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) SCOPING PROJECT GRANT**

**WHEREAS**, the Cedar Falls City Council, desires to make an application to the U.S. Department of Federal Emergency Management Agency (FEMA), through Iowa Department of Homeland Security and Emergency Management (HSEMD), specific to assisting in activities creating resilient communities and improving hazard mitigation, and

**WHEREAS**, one of the provisions of the Grant calls for proven ability to deal with the administration of the rules and regulations, and

**WHEREAS**, the Iowa Northland Regional Council of Governments (INRCOG) has the personnel and experience working with FEMA grant programs; and

**WHEREAS**, the Cedar Falls City Council deems it in the best interest of the City of Cedar Falls, Iowa, to enter into a Memorandum of Understanding (MOU) with the Iowa Northland Regional Council of Governments (INRCOG) for administration of an Iowa Homeland Security & Emergency Management (HSEMD), U.S. Department of Federal Emergency Management Agency (FEMA), Building Resilient Infrastructure and Communities (BRIC) Scoping Project, subject to being awarded said grant.

**NOW THEREFORE BE IT RESOLVED** by the Cedar Falls City Council, Cedar Falls, Iowa, that said Memorandum of Understanding (MOU) with the Iowa Northland Regional Council of Governments (INRCOG) is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Memorandum of Understanding on behalf of the City of Cedar Falls.

**ADOPTED** this 20<sup>th</sup> day of December, 2021.

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

**ATTEST:**

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



**MEMORANDUM**

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

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

**TO:** Mayor Rob Green and City Council  
**FROM:** Brian Heath, O/M Division Manager   
**DATE:** December 10, 2021  
**SUBJECT:** Compost Facility Contract Services

Attached for your consideration are documents related to a service contract extension for the city's compost facility operation. T & W Grinding has been under contract for the past two years. The contract language allows for three, one year extensions. The contractor has been performing all duties adequately as outlined in the original contract.

Because of the current volume, and increased operating expenses, the contractor is requesting a 4% increase for an annual amount of \$72,880.00. It is the opinion of staff that the proposed increase is fair and equitable.

Therefore, the Public Works Department is recommending entering into a One (1) year contract extension with T& W Grinding to provide compost management operations at a rate of \$72,880.00 annually.

Please feel free to contact me if you have questions or comments.

Att.

CC: Chase Schrage, Public Works Director

**YARD WASTE MANAGEMENT SERVICE AGREEMENT  
1 YEAR EXTENSION  
BETWEEN  
CITY OF CEDAR FALLS  
AND  
T&W GRINDING**

**THIS AGREEMENT**, dated for reference purposes the \_\_\_ day of \_\_\_\_\_, 2021, is made and entered by and between the City of Cedar Falls (City) and the \_\_\_\_\_ (Contractor).

**WHEREAS**, City operates a compost facility with the focus on managing materials through the hierarchy of reduce, reuse, recycle, compost, waste to energy, and landfilling; and

**WHEREAS**, Disposal of yard waste through landfilling is banned by the State of Iowa; and

**WHEREAS**, City intends to provide its customers the opportunity to divert yard and select organic wastes from the County landfill through environmentally sound management methods; and

**WHEREAS**, City desires to contract with Contractor for certain operations and maintenance services; and

**WHEREAS**, Contractor represents and warrants that it has the personnel, equipment, and financial resources to fully and satisfactorily provide such services on the terms and conditions hereafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

**SECTION 1. AGREEMENT.** This Agreement, including attachments,, incorporated herein by reference, comprise the entire agreement of the parties and no amendment or modification of the Agreement is valid or effective unless in writing and approved by the parties in the same manner as this Agreement. However, if there is a conflict between the provisions of this Agreement and the other documents comprising the Agreement, the provisions of this Agreement control.

**SECTION 2. RETENTION.** City retains Contractor to provide the services hereinafter set forth and Contractor agrees to perform such services for the fees described herein and in accordance with all other terms and conditions hereinafter set forth.

**SECTION 3. TERM.** The Term of this Agreement Extension is from January 1, 2022, to midnight on December 31, 2022. The Term may be renewed by City for a maximum of two (2) additional one (1) year terms upon ninety (90) days' written notice delivered to Contractor prior to the expiration of the then current term.

**SECTION 4. DEFINITIONS.** For the purposes of this Agreement, the terms in this Agreement will have the same meaning as identified in Iowa Administrative Code (IAC) 567 Chapter 105.

**SECTION 5. GENERAL DUTIES OF CONTRACTOR.** Contractor must provide the services described in Scope of Work, attached as Exhibit "B", in the manner consistent with the level of service provided by members of the trade or profession currently practicing under similar conditions.

5.1 Site Operations Plan. Contractor, with cooperation from City, must develop and submit to City for approval a written Site Operations Plan (the Plan). The Plan must document the overall operations of the Yard Waste Management Process and how other select organics are managed. City will assist and have the final say on the material acceptance criteria and the Plan. The Plan will be reviewed periodically and modified as needed to meet program and operational needs.

The Plan may not be modified without the prior written approval of Contractor and City. The Plan must be filed with the City by Contractor. Contractor must provide all labor and equipment necessary to complete the required tasks.

5.2 Feedstock Preparation and Processing. Contractor shall assist as practical the removal of any non-organic or hazards materials (i.e. appliances, plastic bags, metal, glass, paint cans, etc.) from the stockpiled feedstock prior to grinding. City will assist removals and accept non-organic materials removed from the stockpile at no charge to Contractor. The Contractor will grind the feedstock in a manner that will facilitate the composting process in a timely manner.

5.3 Active Composting. Contractor must place the ground material on the processing pad in either a static or windrow pile for composting. Contractor is responsible for the piles to remain aerobic and Contractor must provide City evidence that the piles are aerobic. Contractor must ensure that the piles maintain the proper temperatures and moisture.

5.4 Cured and Finished Product. Contractor will make every possible effort to produce a quality compost product meeting the minimal standards as established by Iowa Administrative Code 567 Chapter 105.3 (10). Contractor is required to stockpile the finished material in an area not more than 500 feet from the processing area. At City's option, Contractor may be requested to screen the compost and stockpile.

City will collect samples of the finished product to be analyzed by a certified lab using the 'Test Methods for the Examination of Composting and Compost' to verify compliance.

5.5 Record Keeping. Contractor must keep complete and accurate records documenting the composting process. Copies will be provided to City's Representative upon request. Contractor must maintain all records for a period of not less than three (3) years, unless a longer period is required by law.

5.6 Response Time. Contractor must respond to City Representative's telephone or email request within 24 hours of receipt, excluding City Holidays. Contractor must respond with on-site support assistance to process feedstock, turn the piles, and/or issues associated with the composting process within five (5) working days or as agreed upon by the City Representative.

**SECTION 6. GENERAL DUTIES OF CITY.**

6.1 General Assistance. City will provide the land for processing yard waste and assistance with monitoring and removal of nonacceptable materials from the feedstock area when the contractor is not on site, as operational tempo permits. If requested, City will provide support to record daily or weekly data if required and identified in the Plan.

6.2 Record Keeping. City will provide, upon Contractor's request, all records and documents pertaining to performance of this Agreement, including but not limited to maintaining certified weight records of incoming feedstock and providing a tonnage report to Contract monthly. City will promptly notify Contractor of compliance issues regarding Contractor's performance of this Agreement.

#### **SECTION 7. COMPLIANCE REQUIREMENTS.**

7.1 Contractor must perform all contracted services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to, the United States Environmental Protection Agency, the United States Department of Transportation, the Iowa Department of Natural Resources, and Iowa and federal Occupational Health and Safety Administration agencies.

7.2 Contractor represents and warrants that it has all licenses, permits, registrations, and/or any other governmental authorizations required to provide the services under this Agreement. City reserves the right to request compliance documentation from Contractor and Contractor's subcontractors.

7.3 City will maintain the required storm water and, if required, solid waste permits and is responsible for the actions required by such permits. Any permits related to Contractor's property are the responsibility of Contractor. City reserves the right to conduct compliance inspections and provide its findings to Contractor.

#### **SECTION 8. COMPENSATION.**

City shall pay Contractor the fee provided in Attachment A – Fee Schedule. The fees established may not be adjusted during the Term of this Agreement unless both parties agree in writing in advance to any adjustment of fees.

#### **SECTION 9. INSURANCE REQUIREMENTS & INDEMNIFICATION.**

9.1 Contractor and all subcontractors must obtain and maintain at all times during the Term of this Agreement at their sole expense the insurance described in the attached Insurance Schedule, Exhibit "A". Certificates of insurance for Contractor and all subcontractors must be provided to City by Contractor prior to the commencement of any performance under this Agreement.

9.2 Contractor agrees that it assumes all responsibility for obtaining any casualty or liability insurance not required to be obtained under the terms of this Agreement but which Contractor, in its sole discretion, deems necessary to protect its own interests.

9.3 Contractor agrees to defend, indemnify, and hold harmless City, as set forth on Exhibit "A" attached, which provisions are incorporated herein by this reference. The obligations of this section will survive the termination of this Agreement.

9.4 To the extent allowed by law, City will defend, indemnify, and hold harmless Contractor from and against any and all claims arising out of the negligence of City, its officers or employees.

#### **SECTION 10. PERFORMANCE BOND.**

No performance bond is required under this Agreement.

**SECTION 11. TERMINATION OF AGREEMENT.****11.1 This Agreement terminates:**

(1) Automatically as of midnight, December 31, 2022, unless notice is provided to Contractor by City as provided in Section 3 or automatically as of the date Contractor makes a general assignment for the benefit of its creditors or proceedings are commenced in a court of competent jurisdiction for the reorganization, liquidation or voluntary dissolution of Contractor, or for its adjudication as bankrupt, or for the appointment of a receiver of the property of Contractor. Upon any termination under this provision, this Agreement will not be or become an asset of Contractor in the hands of any trustee or receiver.

(2) Upon an individual or aggregate transfer of interest in ownership of Contractor at any time or over time greater than forty-five (45) percent. Contractor must notify City of any change in ownership of Contractor or transfer of any equity interest in Contractor within ten (10) days of such change. Failure to provide such notice constitutes a breach of this Agreement.

11.2 Either party has the right to terminate this Agreement at any time for cause. Cause is defined as any breach by the other party of any material provision of this Agreement, including the warranties and representations or the insolvency of Contractor. The terminating party must exercise its right to terminate by written notice of its intent to terminate the Agreement delivered to the other party. Such notice must set forth the reason or reasons for such termination. The party receiving the notice has thirty (30) days following the receipt of such notification to remedy the cause for termination set forth in such notice and if such party fails within said thirty (30) days, to remedy such cause, this Agreement terminates.

11.3 Upon termination of this Agreement under the provisions of this section or otherwise, City will have no further obligations to Contractor, except payment for services satisfactorily performed as of date of the written notice of termination and expenses incurred with the prior written consent of City, provided, however, that termination does not abrogate, impair, release or extinguish any debt, duty, obligation or liability of Contractor to City hereunder which may have accrued prior to or arising before such termination, including, but not limited to, any such debt, duty, obligation or liability which was the cause of termination or which may arise out of such cause, and City has the right to withhold any payment or partial payment then due or to become due to Contractor hereunder for application against any such debt, duty, obligation, or liability.

11.4 No right or remedy conferred upon City under the terms of this Agreement, including, but not limited to, the right to termination, is exclusive of any other right conferred upon City under the terms of this Agreement or by law or equity. All such rights are cumulative and no single exercise of any such right or remedy will preclude the exercise of any other such right or remedy with respect to the same or any other breach by Contractor.

11.5 In the event of any termination of this Agreement, City has the right to forthwith take possession of copies of all records prepared by or used by Contractor in the performance of this Agreement through the date of termination and Contractor must provide such records to City.

**SECTION 12. ILLEGAL PROVISIONS.** If any provision of this Agreement is declared illegal, void or unenforceable, the other provisions are not affected but remain in full force and effect.

**SECTION 13. RELATIONSHIP OF PARTIES.** Nothing in this Agreement is intended, nor should it be interpreted or construed, as in any way to establish a partnership between the parties hereto or as constituting Contractor as the agent, representative or employee of City or vice versa, for any purpose whatsoever. Contractor is, and will remain during the term of this Agreement, an independent contractor with respect to the performance of the obligations hereunder and in its relationship to City.

**SECTION 14. RESOLUTION OF DISPUTE.** Any controversy, claim or dispute between the parties, directly or indirectly, concerning this Agreement or the breach hereof or the subject matter hereof which cannot be resolved informally must be adjudicated or formally settled in the Iowa District Court for Black Hawk County.

**SECTION 15. GOVERNING LAW.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Iowa.

**SECTION 16. NOTICE.** Contractor must designate in writing one individual as a primary contact for all matters relating to this Agreement and shall update such designation as necessary. Except as otherwise herein provided, all notices required or permitted to be served by either party or the other must be in writing and will be deemed given when hand delivered or when mailed by certified mail to the principal office of the party to which notice is given, as follows:

If to Contractor: Randy Thuman  
T&W Grinding  
PO Box 254  
Delhi, Iowa 52223

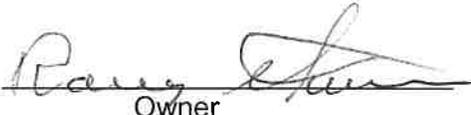
If to Agency: Brian Heath  
Public Works/Parks Division Manager  
2200 Technology Parkway  
Cedar Falls, IA 50613  
(319) 268-5575  
[brian.heath@cedarfalls.com](mailto:brian.heath@cedarfalls.com)

**SECTION 17. NONDISCRIMINATION.** Contractor agrees that during the term of this Agreement, Contractor will not discriminate against any person because of race, color, creed, national origin, ancestry, sex, sexual orientation, gender identity, disability, religion, age, or marital status and will include a similar provision in all subcontracts entered into in connection with the performance of Contractor's obligations hereunder.

**CITY OF CEDAR FALLS, IOWA**

**CONTRACTOR**

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

By:   
Owner

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

Date: 12-9-21

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




**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
**Engineering Division**

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

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

**DATE:** December 14, 2021

**SUBJECT:** 2020 Seal Coat Project  
 City Project Number: SC-000-3234  
 Project Final Out

The 2020 Seal Coat Project is completed and ready for final acceptance. This project involved seal coating 10 street sections and 1 alley, covering 61,481.8 S.Y.; and 29,460.4 S.Y. at multiple single lane drives within 3 cemeteries and 8 parking lots. Work included proper surface preparation and proper placement and compaction of the surface. This project was under contract with ASTECH Corp. of St. Cloud, Minnesota. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Maintenance Bond, ASTECH Corp.

<b>Funding Source</b>	<b>Attributed Costs</b>
Street Construction Fund (SCF)	\$120,064.54
Street Repair Fund (LOST)	\$100,000.00
Total Project Cost	\$220,064.54

With Council approval, a transfer of funds from the following funding source to the Street Repair Fund will be made per Iowa Code 545-2.5.

<b>Funding Source</b>	<b>Attributed Costs</b>
Street Construction Fund (SCF)	\$120,064.54

I certify that the public improvements for the 2020 Seal Coat Project were completed in reasonable compliance with the project plans and specifications.

12/14/21

Matthew Tolan

Date

xc: Chase Schrage, Director of Public Works  
 David Wicke, P.E., City Engineer  
 Lisa Roeding, Controller/City Treasurer

**PAY ESTIMATE NO. 2**  
 DATE: November 19, 2020  
 CONTRACT AMOUNT: \$219,995.82  
 CONTRACTOR: Astech Corp.  
 CITY PROJECT NO. SC-000-3234

**CITY OF CEDAR FALLS**  
**PUBLIC WORKS**  
**ENGINEERING DIVISION**  
**PAY ESTIMATE**  
 PROJECT NAME: SEAL COAT - 2020

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNITS INSTALLED TO DATE	UNIT PRICE	EXTENDED PRICE	% COMPLETE
1	SURFACE PREPARATION	90,942.20	S.Y.	88,951.25	0.30	26,685.38	97.81
2	SEAL COAT	90,942.20	S.Y.	90,812.61	1.71	155,289.56	99.86
3	PAVEMENT MARKINGS, PAINTED	34.40	STA.	46.72	55.00	2,569.60	135.81
4	PAVEMENT MARKINGS, HANDICAPPED SYMBOL	2.00	EA.	4.00	30.00	120.00	200.00
5	PAVEMENT MARKINGS, RAILROAD CROSSING SYMBOLS	1.00	EA.	1.00	250.00	250.00	100.00
6	MOBILIZATION	1.00	L.S.	1.00	20,000.00	20,000.00	100.00
7	TRAFFIC CONTROL	1.00	L.S.	1.00	15,000.00	15,000.00	100.00

TOTAL AMOUNT OF WORK TO DATE: 219,914.54 99.96

PREPAID INVENTORY VALUE:  
 (SEE ATTACHMENTS) 0.00

TOTAL PROJECT BID COST: \$ 219,995.82

DEDUCT: (SEE EXPLANATION) 0.00

LESS RETAINED PERCENTAGE, 0.0%: 0.00

LESS PREVIOUS PAYMENTS 208,918.81

AMOUNT DUE THIS ESTIMATE: **\$10,995.73**

CHECKED BY:

SIGNED: No Response by Contractor DATE: \_\_\_\_\_

FOR: ASTECH CORP.

SIGNED: *Matthew Tolme* DATE: 11/16/2021

**PERFORMANCE BOND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

Item 21.

Bond No.: 107263877

**CONTRACTOR:**  
*(Name, legal status and address)*  
ASTECH Corp.

PO Box 1025  
St. Cloud, MN 56302

**OWNER:**  
*(Name, legal status and address)*

City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

**SURETY:**  
*(Name, legal status and principal place of business)*  
Travelers Casualty and Surety Company of America  
One Tower Square 2SHS  
Hartford, CT 06183-6014

**CONSTRUCTION CONTRACT**

Date: July 20th, 2020  
Amount: \$ \$219,995.82 - Two Hundred Nineteen Thousand Nine Hundred Ninety-five And 82/100  
Description: 2020 Seal Coat Project, Project No. SC-000-3234  
*(Name and location)*

**BOND**

Date: July 20th, 2020  
*(Not earlier than Construction Contract Date)*

Amount: \$ \$219,995.82 - Two Hundred Nineteen Thousand Nine Hundred Ninety-five And 82/100  
Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: ~~(Corporate Seal)~~ (NO SEAL)  
ASTECH Corp.

**SURETY**  
Company: Travelers Casualty and Surety Company of America  
*(Corporate Seal)*

Signature: Mary L. Aschenbrenner  
Name and Title: Mary L. Aschenbrenner  
Vice President/Secretary  
*(Any additional signatures appear on the last page of this Performance Bond.)*

Signature: Rita Carlson  
Name and Title: Rita Carlson  
Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
Marsh & McLennan Agency LLC  
6160 Golden Hills Drive  
Minneapolis, MN 55416  
763-746-8000

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

- § 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No

right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

Item 21.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**PAYMENT  
BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

Item 21.

Bond No.: 107263877

**CONTRACTOR:**  
(Name, legal status and address)  
ASTECH Corp.

PO Box 1025  
St. Cloud, MN 56302

**OWNER:**  
(Name, legal status and address)

City of Cedar Falls

220 Clay Street  
Cedar Falls, IA 50613

**CONSTRUCTION CONTRACT**

Date: July 20th, 2020

Amount: \$ \$219,995.82 - Two Hundred Nineteen Thousand Nine Hundred Ninety-five And 82/100

Description: 2020 Seal Coat Project, Project No. SC-000-3234  
(Name and location)

**SURETY:**  
(Name, legal status and principal place of business)  
Travelers Casualty and Surety Company of America  
One Tower Square 2SHS  
Hartford, CT 06183-6014

**BOND**

Date: July 20th, 2020  
(Not earlier than Construction Contract Date)

Amount: \$ \$219,995.82 - Two Hundred Nineteen Thousand Nine Hundred Ninety-five And 82/100

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL** (NO SEAL)  
Company: ~~(Corporate Seal)~~  
ASTECH Corp.

**SURETY**  
Company: Travelers Casualty and Surety Company of  
America (Corporate Seal)

Signature: Mary L. Aschenbrenner  
Name and Title: Mary L. Aschenbrenner  
Vice President/Secretary

Signature: Rita Carlson  
Name and Title: Rita Carlson  
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**  
Marsh & McLennan Agency LLC  
6160 Golden Hills Drive  
Minneapolis, MN 55416  
763-746-8000

**OWNER'S REPRESENTATIVE:**  
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction

Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.

Item 21.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_ (Corporate Seal)

**SURETY**  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT**

Item 21.

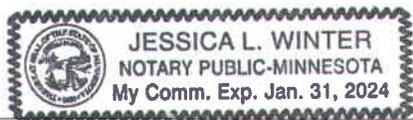
STATE OF  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person \_\_\_\_\_ described in and who executed the forgoing bond, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same as \_\_\_\_\_ free \_\_\_\_\_ Notary Public

**CORPORATION ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF STEARNS

On this 15<sup>th</sup> day of July, 2020, before me personally came Mary L. Aschenbrenner to me known, who being by me duly sworn, did depose and say; that she is the Vice-President/Secretary of ASTECH Corp., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Jessica L Winter Notary Public

**SURETY ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On this 15th day of July, 2020, before me appeared RITA CARLSON to me personally known, who, being duly sworn, did say that she is the Attorney-in-Fact of Travelers Casualty and Surety Company of America of Hartford, CT that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she did also acknowledge that she executed the said instrument as the free act and deed of said Company.



Angela C Taylor Notary Public



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **RITA CARLSON** of **BROOKLYN PARK, Minnesota**, their true and lawful Attorney-in-Fact 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 **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

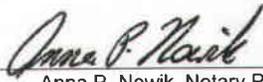
By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 said Companies 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



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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

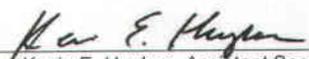
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this **15th** day of **July**, 2020



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**


**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:** December 14, 2021

**SUBJECT:** 2021 Seal Coat Project  
 City Project Number: SC-000-3272  
 Project Final Out

The 2021 Seal Coat Project is completed and ready for final acceptance. This project involved seal coating 13 street sections, covering 29,018 S.Y.; and 24,391 S.Y. at multiple single lane drives within 3 cemeteries and 7 parking lots. Work included proper surface preparation and proper placement and compaction of the surface. This project was under contract with Blacktop Service Company of Allison, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Maintenance Bond, Blacktop Service Company

<b>Funding Source</b>	<b>Attributed Costs</b>
Street Construction Fund (SCF)	\$64,682.31
Street Repair Fund (LOST)	\$100,000.00
Total Project Cost	\$164,682.31

With Council approval, a transfer of funds from the following funding source to the Street Repair Fund will be made per Iowa Code 545-2.5.

<b>Funding Source</b>	<b>Attributed Costs</b>
Street Construction Fund (SCF)	\$64,682.31

I certify that the public improvements for the 2021 Seal Coat Project were completed in reasonable compliance with the project plans and specifications.

Matthew Tolan

12/14/21

Date

xc: Chase Schrage, Director of Public Works  
 David Wicke, P.E., City Engineer  
 Lisa Roeding, Controller/City Treasurer

**PAY ESTIMATE NO. 2 - Final**

DATE: October 4, 2021  
 CONTRACT AMOUNT: \$161,988.49  
 CONTRACTOR: Blacktop Service Company  
 CITY PROJECT NO. SC-000-3272

**CITY OF CEDAR FALLS**  
 PUBLIC WORKS  
 ENGINEERING DIVISION  
 PAY ESTIMATE  
 PROJECT NAME: SEAL COAT - 2021

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNITS INSTALLED TO DATE	UNIT PRICE	EXTENDED PRICE	% COMPLETE
1	SURFACE PREPARATION	30,417.00	S.Y.	30,417.00	0.40	12,166.80	100.00
2	SEAL COAT, STREETS	29,018.00	S.Y.	29,858.00	2.23	66,583.34	102.89
3	SEAL COAT, CEMETERIES & PARKS	24,391.00	S.Y.	24,895.00	2.28	56,760.60	102.07
4	PAVEMENT MARKINGS, PAINTED	31.20	STA.	25.82	61.06	1,576.57	82.76
5	PAVEMENT MARKINGS, HANDICAPPED SYMBOLS	4.00	EA.	4.00	23.75	95.00	100.00
6	MOBILIZATION	1.00	L.S.	1.00	20,000.00	20,000.00	100.00
7	TRAFFIC CONTROL	1.00	L.S.	1.00	7,500.00	7,500.00	100.00

TOTAL AMOUNT OF WORK TO DATE:	164,682.31	101.66
PREPAID INVENTORY VALUE: (SEE ATTACHMENTS)	0.00	
TOTAL PROJECT BID COST: \$	161,988.49	
DEDUCT: (SEE EXPLANATION)	0.00	
LESS RETAINED PERCENTAGE, 5.0%:	0.00	
LESS PREVIOUS PAYMENTS	156,448.19	
AMOUNT DUE THIS ESTIMATE:	<b>\$8,234.12</b>	

CHECKED BY:

SIGNED:

*Mark J. Steffer*

DATE:

*11-4-21*

FOR: BLACKTOP SERVICE COMPANY

SIGNED:

*Mason G...*

DATE:

*11/16/2021*

FILE IN: G:\users\eng\projects\3272\03. Pay Estimates, CFU Invoices, Change Orders\PAY ESTIMATE.xls

## Performance, Payment, and Maintenance Bond

SURETY BOND NO. IAC591930

KNOW ALL BY THESE PRESENTS:

That we, Blacktop Service Company as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of ---One Hundred Sixty One Thousand Nine Hundred Eighty Eight and 49/100 Dollars--- (\$ ---161,988.49---), 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 7<sup>th</sup> day of September, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2021 Seal Coat Project  
Paving / Pavers / Storm Sewer  
Project SC-000-3272**

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:

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

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

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

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

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

Project No. SC-000-3272

Witness our hands, in triplicate, this 7<sup>th</sup> day of September, 2021.

Surety Countersigned By:

**PRINCIPAL:**

Not Required  
Signature of Agent

Blacktop Service Company  
Contractor

Printed Name of Agent

By:   
Signature  
Contracts  
Title

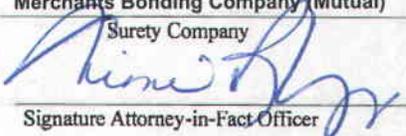
Company Name

**SURETY:**

Company Address

Merchants Bonding Company (Mutual)  
Surety Company

City, State, Zip Code

By:   
Signature Attorney-in-Fact Officer

Company Telephone Number

Dione R. Young, Attorney-in-Fact & Iowa Resident Agent  
Printed Name of Attorney-in-Fact Officer

**FORM APPROVED BY:**

Holmes, Murphy and Associates, LLC  
Company Name

Attorney for Owner

2727 Grand Prairie Parkway  
Company Address

Waukee, IA 50263  
City, State, Zip Code

(515) 223-6800  
Company Telephone Number

**NOTE:**

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

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Dione R. Young**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.

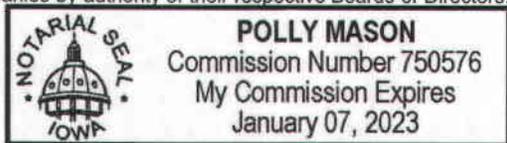


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of September, 2021.



*William Warner Jr.*

Secretary

**DEPARTMENT OF PUBLIC WORKS**

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

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

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

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

**DATE:** December 13, 2021

**SUBJECT:** Greenhill Road and South Main Street Intersection Improvement Project  
Project No. RC-173-3228  
Contract Documents

Attached for your approval are the Form of Contract, the Performance, Payment, and Maintenance Bonds, Certificates of Insurance, and Form of Proposal with Peterson Contractors, Inc. for the construction of the Greenhill Road and South Main Street Intersection Improvement Project.

This project generally consists of improvements to the S Main St. and Greenhill Road intersection in the form of a newly constructed roundabout in place of the existing traffic signal. This will include 10555 sy of new pavement, 350 sy of sidewalk/trail, retaining wall and fencing, 1156 lf of storm sewer, 1340 lf of water main, landscaping, and roadway lighting.

The total estimated cost for the construction of this project is \$3,347,400.00. The project will be funded utilizing General Obligation funds, Local Option Sales Tax, Traffic Safety Improvement Funding (State Funds), and Cedar Falls Utilities funding sources.

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

## FORM OF CONTRACT

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

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: GREENHILL ROAD AND SOUTH MAIN STREET INTERSECTION IMPROVEMENT PROJECT, Project No. RC-173-3228 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 15th day of November, 2021, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

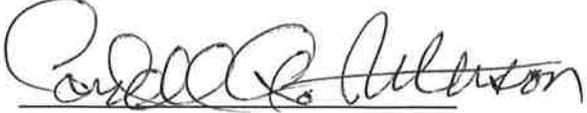
Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. RC-173-3228 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

m. Bidders Status Form

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

  
Contractor

CITY OF CEDAR FALLS, IOWA

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

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

## Performance, Payment and Maintenance Bond

SURETY BOND NO. 107505189

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 Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Million, Three Hundred Twenty Nine Thousand, Two Hundred Eighty Nine Dollars and Twenty Five Cents (\$ 3,329,289.25 ), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

### **GREENHILL ROAD AND SOUTH MAIN STREET INTERSECTION IMPROVEMENT PROJECT**

#### **Paving / Storm Sewer / Water Main / Sidewalk / Retaining Wall Project RC-173-3228**

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

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

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

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

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

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

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

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

fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Project No. RC-173-3228

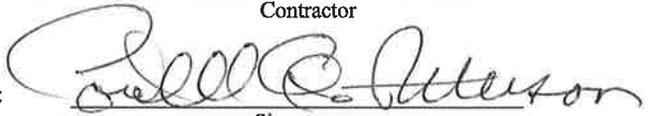
Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Surety Countersigned By:

**PRINCIPAL:**

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

**Peterson Contractors, Inc.**  
Contractor

By:   
\_\_\_\_\_  
Signature  
president  
\_\_\_\_\_  
Title

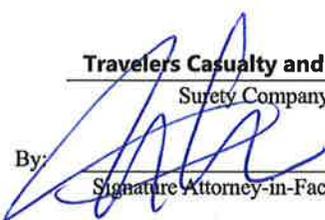
\_\_\_\_\_  
Printed Name of Agent

**SURETY:**

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

**Travelers Casualty and Surety Company of America**  
Surety Company

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

By:   
\_\_\_\_\_  
Signature Attorney-in-Fact Officer

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

**Anne Crowner, Attorney-in-Fact**  
Printed Name of Attorney-in-Fact Officer

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

**Holmes, Murphy and Associates, LLC**  
Company Name

**FORM APPROVED BY:**

**2727 Grand Prairie Parkway**  
Company Address

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

**Waukee, IA 50263**  
City, State, Zip Code

**(515) 223-6800**  
Company Telephone Number

**NOTE:**

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



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **WAUKEE**, Iowa, their true and lawful Attorney(s)-in-Fact 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 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

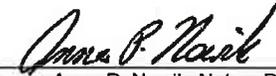
By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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

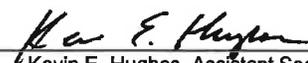
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



**ENDORSEMENT #031**

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy No. CGD7459902 issued to

PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

**CITY OF DES MOINES, IOWA  
CITY OF CEDAR RAPIDS, IOWA  
CITY OF CORALVILLE, IOWA  
CITY OF CEDAR FALLS, IOWA  
CITY OF DUBUQUE, IOWA  
City of Iowa City, Iowa**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Under the terms of this Endorsement, Jurisdiction shall mean any municipal corporation, as defined in Chapter 670 of the Iowa Code, with respect to all work and services performed by the named insured for any such Jurisdiction as identified on any Certificate of Insurance issued as proof of insurance as required by the Urban Standard Specifications for Public Improvements.

1. **Cancellation and Material Change**

Thirty (3) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits, and ten (10) days written notice of non-payment of premium shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.

2. **Additional Insured**

The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to insured autos and arising out of the contractor's work and services performed for the Jurisdiction. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection

available to the Additional Insureds, whether other available coverage be primary, contributing, or excess.

3. Government Immunities

- A. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- B. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- C. Assertion of Governmental Immunity. The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.
- D. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) or governmental immunity asserted by the Jurisdiction.
- E. No Other Change in Policy. The insurance carrier and the Jurisdiction agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective July 1, 2021

Policy No. CWD7459901

Endorsement No.

Insured PETERSON CONTRACTORS, INC.

Insurance Company  
XL Specialty Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

POLICY NUMBER: CGD7459902

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

## SCHEDULE

<p>Name Of Person(s) Or Organization(s):  WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT  WHERE NOT PERMITTED BY LAW).</p>
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<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: CAS7459903

COMMERCIAL AUTO  
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PETERSON CONTRACTORS, INC.

Endorsement Effective Date: July 1, 2021

## SCHEDULE

Name(s) Of Person(s) Or Organization(s):  
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT  
WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against  
Others To Us condition does not apply to the  
person(s) or organization(s) shown in the Schedule,  
but only to the extent that subrogation is waived prior  
to the "accident" or the "loss" under a contract with  
that person or organization.

**ENDORSEMENT #029**

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy  
No. CGD7459902 issued to PETERSON CONTRACTORS, INC.  
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.

**ENDORSEMENT #030**

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy No. CGD7459902 issued to PETERSON CONTRACTORS, INC. by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT

**Location and Description of Completed Operations:**

VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.

POLICY NUMBER: CGD745990201

COMMERCIAL GENERAL LIABILITY  
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

EACH "PROJECT"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**FORM OF PROPOSAL  
GREENHILL ROAD AND SOUTH MAIN STREET INTERSECTION  
IMPROVEMENT PROJECT  
PROJECT NO. RC-173-3228  
CITY OF CEDAR FALLS, IOWA**

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

The undersigned hereby certifies that Chris Flashner have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the GREENHILL ROAD AND SOUTH MAIN INTERSECTION IMPROVEMENT PROJECT in accordance with the plans and specifications available digitally at [www.questcdn.com](http://www.questcdn.com), the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Clearing and Grubbing	LS	1.0	Use QuestCDN electronic Bid Worksheet to submit unit bid prices.	
2	Topsoil, Compost Amended	CY	80.0		
3	Topsoil, Strip, Stockpile and Respread	CY	811.5		
4	Topsoil, Off-site	CY	233.3		
5	Excavation, Class 10	CY	7500.0		
6	Below Grade Excavation (Core Out)	SY	1250.0		
7	Subgrade Preparation	SY	11285.0		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
8	Subbase, 12", Modified	SY	11285.0	Use QuestCDN electronic Bid Worksheet to submit unit bid prices.	
9	Compaction Testing	LS	1.0		
10	Trench Compaction Testing	LS	1.0		
11	Storm Sewer, Trenched, RCP Class III, 18"	LF	918.3		
12	Storm Sewer, Trenched, RCP Class III, 24"	LF	208.3		
13	Removal of Storm Sewer, RCP, 30" or Less	LF	813.0		
14	Pipe Apron, RCP, 24"	EA	1.0		
15	Subdrain, Perforated, 6"	LF	3410.0		
16	Subdrain Cleanout, Type B	EA	8.0		
17	Subdrain Outlets and Connections, 6"	EA	18.0		
18	Water Main, Trenched, Class 52 DIP, 12"	LF	854.3		
19	Water Main, Trenchless, Class 52 DIP, 12"	LF	202.9		
20	Fitting, DIP	LB	5865.0		
21	Gate Valve, DIP, 12"	EA	7.0		
22	Flushing Device (Blowoff), 12"	EA	2.0		
23	Fire Hydrant Assembly	EA	3.0		
24	Fire Hydrant Assembly Removal	EA	1.0		
25	Removal of Valve, 12"	EA	4.0		
26	Manhole, SW-401, 48"	EA	2.0		
27	Intake, SW-507	EA	2.0		
28	Intake, SW-508	EA	7.0		
29	Intake, SW-510	EA	2.0		
30	Intake, SW-541	EA	2.0		
31	Remove Manhole	EA	2.0		
32	Remove Intake	EA	8.0		
33	Pavement, PCC, 9"	SY	10821.0		
34	PCC Pavement Samples and Testing	LS	1.0		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
35	Temporary Pavement	SY	540.0	Use QuestCDN electronic Bid Worksheet to submit unit bid prices.	
36	Removal of Sidewalk / Shared Use Path	SY	1824.0		
37	Removal of Driveway	SY	151.0		
38	Shared Use Path, PCC, 6"	SY	1276.8		
39	Special Subgrade Preparation for Shared Use Path	SY	2464.2		
40	Sidewalk, PCC, 5"	SY	413.8		
41	Unit Pavers with Bituminous Setting Bed	SF	4045.0		
42	Unit Pavers with Granular Base	SF	4260.0		
43	Detectable Warning	SF	360.0		
44	Driveway, Paved, PCC, 6"	SY	140.0		
45	Pavement Removal	SY	9470.0		
46	Curb and Gutter Removal	LF	250.0		
47	Temporary Pavement Markings	STA	77.6		
48	Painted Pavement Markings, Durable	STA	150.5		
49	Painted Symbols and Legends	EA	20.0		
50	Pavement Markings Removed	STA	51.1		
51	Grooves Cut for Pavement Markings	STA	150.5		
52	Grooves Cut for Symbols and Legends	EA	20.0		
53	Temporary Traffic Control	LS	1.0		
54	Portable Dynamic Message Signs (PDMS)	DAY	70.0		
55	Flaggers	DAY	80.0		
56	Type A Sign, Sheet Aluminum	SF	219.3		
57	Steel 2" X 2" Perforated 14-Gauge Square Tubing Post	LF	723.0		
58	Removal of Signs and Posts	EA	20.0		
59	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	AC	1.8		
60	Trees with Warranty, Deciduous	EA	3.0		
61	Trees with Warranty, Evergreen	EA	3.0		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
62	Plants with Warranty, Shrub	EA	20.0	Use QuestCDN electronic Bid Worksheet to submit unit bid prices.	
63	Plants with Warranty, Ornamental Grass	EA	777.0		
64	Plants with Warranty, Perennial	EA	134.0		
65	River Rock Mulch	CY	51.0		
66	Shredded Hardwood Mulch	CY	75.0		
67	Metal Edging	LF	100.0		
68	Limestone Edging	LF	115.0		
69	Filter Sock, Compost, 12"	LF	3018.0		
70	Removal of Filter Sock, Compost, 12"	LF	3018.0		
71	Temporary RECP, Type 2	SY	1643.0		
72	Rip Rap, Class D, 24" Thickness	TON	30.0		
73	Silt Fence	LF	1117.0		
74	Silt Fence, Removal of Sediment	LF	1117.0		
75	Silt Fence, Removal of Device	LF	1117.0		
76	Inlet Protection Device, Filter Sock	EA	18.0		
77	Inlet Protection Device, Maintenance	EA	36.0		
78	Chain Link Fence, Metal, 4'	LF	12.0		
79	Screen Fence, Vinyl, 8'	LF	1843.0		
80	Removal of Chain Link Fence	LF	148.0		
81	Removal of Wood Fence	LF	1594.0		
82	Cast Stone Walls	LS	1.0		
83	Limestone Columns	LS	1.0		
84	Combined Concrete Sidewalk and Retaining Wall	CY	150.0		
85	Removal and Reinstallation of Bench	LS	1.0		
86	Roadway Lighting	LS	1.0		
87	Removal of Traffic Signal	LS	1.0		
88	Construction Survey	LS	1.0		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
89	Mobilization	LS	1.0	Use QuestCDN electronic Bid Worksheet to submit unit bid prices.	
90	Maintenance of Postal Service	LS	1.0		
91	Maintenance of Solid Waste Collection	LS	1.0		
92	Concrete Washout	LS	1.0		
93	Monument Preservation and Replacement	LS	1.0		
				<b>TOTAL BID</b>	

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-93). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

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

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within forty-five (45) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

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

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 11-17-21  
2 11-18-21

The bidder has filled in all blanks on this Proposal.

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

Name of bidder  
Peterson Contractors, Inc.

104 Black Hawk St., P.O. Box A  
Official Address

Reinbeck, IA 50669

Chris D. Huskins

By  
Project Estimator / Manager  
Title



## 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:** Benjamin Claypool, Civil Engineer II, PhD, EI

**DATE:** December 13<sup>th</sup>, 2021

**SUBJECT:** Greenhill Road & South Main Street Intersection Improvements  
 City Project Number RC-173-3228  
 Temporary Easement

The City of Cedar Falls is planning construct a roundabout at the intersection of Greenhill Road & South Main Street including new pavement, sidewalk/trail, retaining wall and fencing, storm sewer, watermain, landscaping, and roadway lighting. The project will require the acquisition of temporary and permanent easements from four (4) properties to complete construction. The owners of three of the properties have accepted our offer and received approval from City council for the easements and acquisitions upon their properties, with the fourth property now submitting documentation for the temporary easement required on their property.

Parcel #	Owner	Address/Parcel ID	Acquisition Type
3	Fareway Stores, Inc.	8914-25-202-006	Temporary Easement

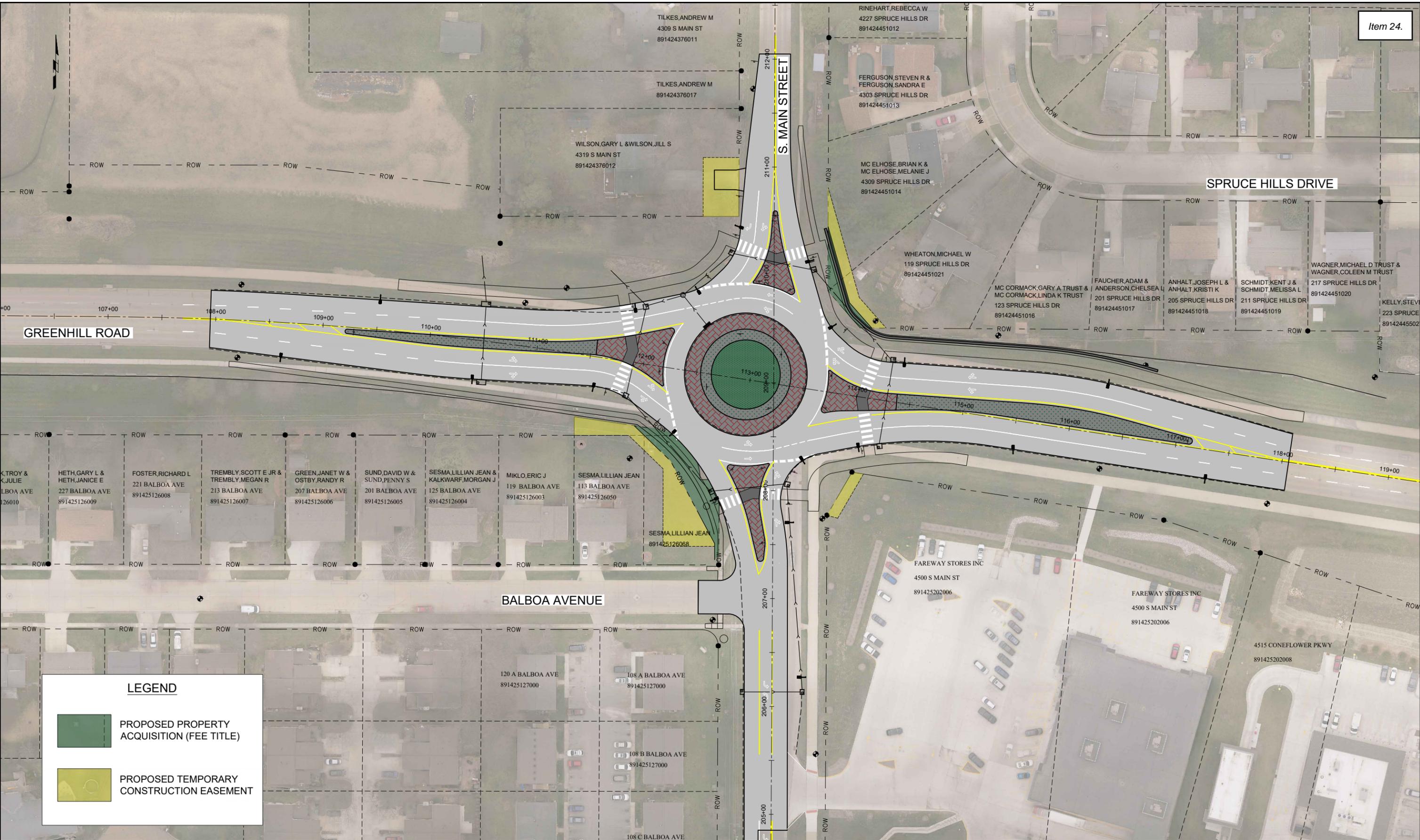
Attached is a map that identifies the location of this property.

The City will use General Obligation Funds for the design and right of way portion of this project. The City entered into a Professional Services Agreement with Shive-Hattery, Inc., of Cedar Rapids, Iowa, on March 16, 2020 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY21, FY22 and FY23 under item number 122. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisition and authorize the Mayor to execute the agreements for the Greenhill Road & South Main Street Intersection Improvements project.

If you have any questions or need additional information, please feel free to contact me.

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



**LEGEND**

- PROPOSED PROPERTY ACQUISITION (FEE TITLE)
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 4500 S. Main St. Cedar Falls, IA 50613 County Tax Parcel No: 8914-25-202-006  
Parcel Number: 3 Project Number: 120180  
Project Name: Greenhill Road and South Main Street Intersection Improvements

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by and between Fareway Stores, Inc., Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Temporary Easement Plat (Exhibit A)

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ _____	on possession and conveyance	60 days after Buyer approval
\$ _____	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	3,205 sq. ft.	\$ 2,055.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Severance Damages		\$ _____

- 4. Seller grants to the City a Temporary Easements as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

By: *Garrett S. Peklapp*  
 Name: *Garrett S. Peklapp*  
 Title: *President*

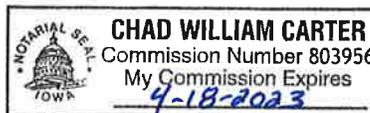
State of *IOWA*  
 County of *BOONE*

This record was acknowledged before me on the *23<sup>rd</sup>* day of *NOVEMBER*, 2021, by *GARRETT S. PEKLAPP* as *PRESIDENT* of *FAREWAY STORES, INC.*

*Chad W. Carter*  
 Signature of notarial officer

*CHAD W. CARTER*  
 Printed name of notarial officer

*4-18-2023*  
 My commission expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

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

My Commission Expires:

\_\_\_\_\_

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Fareway Stores, Inc. ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of two thousand fifty five dollars and no/100 (\$2,055.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR

By: Garrett S. Pillapp  
Name: Garrett S. Pillapp  
Title: President

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

State of IOWA )

County of BOONE )

This record was acknowledged before me on the 18<sup>TH</sup> day of OCTOBER, 2021, by GARRETT S. PILLAPP, as PRESIDENT of FAREWAY STORES, INC.

[Signature]  
Signature of notarial officer



Stamp  
[ VICE PRESIDENT ]  
Title of Office

[My commission expires: 4-18-2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

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

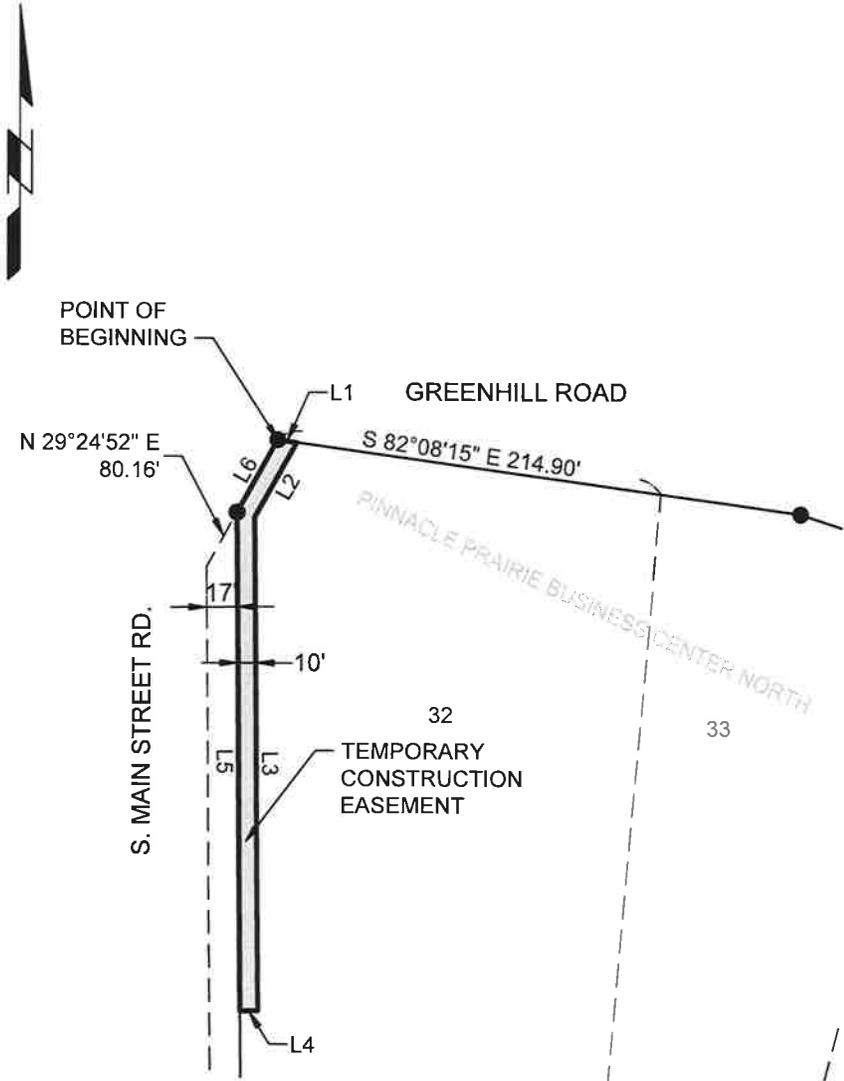
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

# EASEMENT EXHIBIT

## TEMPORARY CONSTRUCTION EASEMENT

A PART OF LOT 32, PINNACLE PRAIRIE BUSINESS CENTER NORTH  
CEDAR FALLS, BLACKHAWK COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 82°08'15" E	10.75'
L2	S 29°24'52" W	47.34'
L3	S 00°29'41" E	272.33'
L4	S 89°30'19" W	10.00'
L5	N 00°29'41" W	275.00'
L6	N 29°24'52" E	46.07'

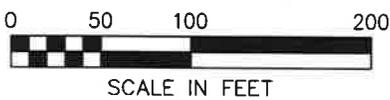
**DESCRIPTION**

A 10 foot wide temporary construction easement on that part of Lot 32, Pinnacle Prairie Business Center North, Cedar Falls, Blackhawk County, Iowa described as follows:

- Beginning at the northwesterly corner of said Lot 32;
- thence South 82°08'15" East 10.75 feet along the northerly line of said Lot 32 (assumed bearing for this description only), and the southerly right-of-way line of Greenhill Road;
- thence South 29°24'52" West 47.34 feet;
- thence South 0°29'41" East 272.33 feet;
- thence South 89°30'19" West to a point 17 feet in perpendicular distance easterly of the west line of said Lot 32;
- thence North 0°29'41" West 275.00 feet to a point of intersection with the northwesterly line of said Lot 32;
- thence North 29°24'52" East 46.07 feet along said northwesterly line to the point of beginning and containing 3,205 square feet more or less.

**LEGEND**

● FOUND IRON ROD



EASEMENT REQUESTED BY:  
THE CITY OF CEDAR FALLS

PROPERTY OWNER:  
FAIRWAY STORES INC.

**SHIVEHATTERY**  
ARCHITECTURE + ENGINEERING  
222 Third Avenue SE, Suite 300 | Cedar Rapids, Iowa 52406  
319.364.0227 | www.shive-hattery.com  
Iowa | Illinois | Indiana

EASEMENT EXHIBIT			
LOT 32, PINNACLE PRAIRIE BUS. CENTER N. 4500 S. MAIN STREET RD. CEDAR FALLS, BLACKHAWK COUNTY, IOWA			
DATE	12/30/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	11/17/21

PROJECT NO.  
120180-0

SHEET NO.

1 of 1

File Path: P:\Projects\CR1201800\Deliverables\Drawings\1a\_Survey\Acquisition-Easements\TCE-Fairway-Lot 32 Pinnacle Prairie-REV-2021-11-17.dwg


**DEPARTMENT OF PUBLIC WORKS – Engineering Division**

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:** Luke Andreasen, Principal Engineer

**DATE:** December 7, 2021

**SUBJECT:** Professional Services Agreement  
 Various Intersection Improvements  
 Snyder & Associates, Inc.  
 City Project Number: TS-000-3294

Please find attached the Professional Services Agreement with Snyder & Associates, Inc. which outlines the scope of services and costs for the Various Intersection Improvements which include four intersections:

1. Prairie Parkway/Prairie View Road (Landscaping only)
2. Prairie Parkway/Brandilynn Boulevard (Landscaping only)
3. Prairie Parkway/Viking Road (Traffic signal or roundabout, median, shared use path extension)
4. Hudson Road/Ridgway Avenue (Traffic signal)

Snyder & Associates, Inc. was selected from the City's list of qualified engineering consultants. The enclosed agreement with Snyder & Associates, Inc. provides for the design of the various intersection improvements. The fees of this agreement are based on hourly rates and fixed expenses and shall not to exceed the total amount of \$376,800.

This project currently programmed in the CIP for construction in FY 2023. The project is currently budgeted at \$2,150,000. Programmed funds include Tax Increment Financing (Pinnacle Prairie and South Cedar Falls), Local Option Sales Tax, Street Construction Fund, and Private Contributions.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with Snyder & Associates, Inc. for the Various Intersection Improvements 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

ENGINEERING DIVISION  
220 CLAY STREET  
319-268-5161  
FAX 319-268-5197

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

WATER RECLAMATION DIVISION  
501 E. 4TH STREET  
319-273-8633  
FAX 319-268-5566

### PROFESSIONAL SERVICE AGREEMENT

**Various Intersection Improvements  
Cedar Falls, Iowa  
City Project Number: TS-000-3294**

**This Agreement** is made and entered by and between Snyder & Associates, Inc., 5005 Bowling Street SW Suite A., Cedar Rapids, IA 52404, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

**II. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### III. **CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

### IV. **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. **STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. **COMPENSATION AND TERMS OF PAYMENT**

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 a fee of Three hundred seventy-six thousand eight hundred dollars (\$376,800).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. **TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. **OWNERSHIP OF DOCUMENTS**

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

**IX. MEANS AND METHODS**

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

**X. INDEPENDENT CONTRACTOR**

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

**XI. PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

**XII. DISPUTE RESOLUTION**

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can

be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

**XIII. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

**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: Robert M. Green

Printed Name: Lindsay Beaman

Title: Mayor of Cedar Falls

Title: Business Unit Leader

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

Date: December 7, 2021

## Exhibit A

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### Scope of Services Cedar Falls, Iowa City Project Number TS-000-3294

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Objective: The CLIENT seeks to improve four different roadway intersections within Cedar Falls.

Background: The project consists of landscape/hardscape improvements within the currently grassed portion of the Prairie Parkway/Prairie View Road (INT-1) and Prairie Parkway/Brandilynn Boulevard (INT-2) roundabouts and implementing recommendations from traffic studies to upgrade the Prairie Parkway/Viking Road (INT-3) and Hudson Road/Ridgeway Avenue (INT-4) intersections. The general goal is to construct new traffic signals at INT-3 and INT-4 along. The improvements are to be part of one (1) bid package.

The Scope of Services to be performed by the Consultant shall include the design and/or construction services and supplies to complete the following tasks:

1. Topographic Survey
2. Landscape/hardscape improvements to the center of the existing grassed portion of the existing roundabouts at INT-1 and INT-2. INT-1 is to include a public art component for which a pedestal/foundation will be needed. INT-1 will require concept design coordination with Pinnacle Prairie Development and the Public Art Committee.
3. Memo and/or Traffic Study for INT-3 and INT-4
  - a) Benefit(Life Cycle)-cost analysis for roundabout vs. signal (INT-3)
  - b) Memo or updated traffic study for INT-4 with recommended intersection improvements (INT-4)
4. INT-3 Improvements
  - a) Traffic Signals
  - b) Lighting & electrical Improvements
  - c) Sidewalk/Trail (8-feet wide)
  - d) Viking Road median
  - e) Westbound to southbound left turn lane
  - f) Southbound to eastbound left turn lane
5. INT-4 Improvements
  - g) Traffic Signals
  - h) Lighting & electrical Improvements
6. Utility Coordination
7. Geotechnical Investigation & Report (limited to INT-1)
8. Right-of-way acquisition assistance
9. Letting Assistance
10. Construction Survey
11. Limited Construction Services

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## TASK A – CONTRACT MANAGEMENT

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### **1.0 Project Administration**

#### **1.1 Monitoring Project Schedule**

The Consultant shall prepare and submit monthly email updates (1-page), outlining the following: activities during the reporting period, activities planned for the following month, problems encountered and recommended solutions, and overall project status. If design work is not progressing in a manner to comply

with the anticipated completion date, the Consultant shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the CLIENT with a desired response date noted to avoid delay of the Consultant's services.

### **1.2 Monitoring Project Scope**

This includes task identification, scheduling, task assignment, relating all tasks to the others, and coordination with other members of the project team. The Consultant shall inform the CLIENT of any services required which may not be included in the scope of the design services contract approved by the CLIENT for this Project. It will be the responsibility of the Consultant to make the CLIENT aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the CLIENT are eligible for compensation.

### **1.3 Project Review Meetings**

The Consultant shall meet with the CLIENT or its designated representative to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The consultant shall keep documentation of all communications.

The following meetings are included with the scope of work (four total):

1. Kickoff - one (1) meeting (virtual) (include Public Art Committee and Pinnacle Prairie Development)
2. Public Art Meeting – one (1) meeting virtual (include Public Art Committee and Pinnacle Prairie Development)
3. Concept and Traffic Study Phase - one (1) meeting (virtual) (include Public Art Committee and Pinnacle Prairie Development)
4. Preliminary Design (50%) – one (1) meeting (in person) (include Public Art Committee and Pinnacle Prairie Development)
5. Check Design (90%) - one (1) meeting (in person) (include Public Art Committee and Pinnacle Prairie Development)

### **1.4 Quality Control Plan**

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

### **1.5 Invoice Processing and Review**

Create, process, and review invoices to ensure they meet CLIENT standards and all necessary information is included. Coordinate with CLIENT staff as necessary and answer any questions. Verify percent work complete on project is in line with percent billed. Includes all other general project administration necessary to complete the project.

## **2.0 Communication Plan**

The Consultant will implement a Project Communication Plan. The Communication Plan will include public notices, one-on-one meetings and public meetings.

### **2.1 Property Owner Coordination – Public Notices**

The following Public Notices are anticipated as part of this project:

1. Open House Invitation letter
2. Post Open House letter

The Consultant shall prepare draft letters to be provided to the CLIENT for them to review, finalize, place on CLIENT letterhead and distribute. Property Owners will be encouraged to respond directly to the CLIENT with comments and concerns. The Consultant shall assist in tracking public comments and incorporate suggestions into the project, as appropriate.

## **2.2 Property Owner Coordination – Public Meeting**

The Consultant will attend two (2) public informational meeting open houses (one for INT-1 & INT-2 and one for INT-3 and INT-4). The purpose of the meetings will be for the surrounding property owners/businesses, and stakeholders, to review project strip maps and/or exhibits of the proposed improvements and a discuss the planned improvements, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties. The Consultant shall provide the following services for each of the public meetings:

1. Participation in one (1) pre-planning meeting approximately one week prior to the public meeting.
2. Preparation of 4-8 strip maps and/or exhibits showing the proposed improvements.
3. Preparation of a Project Fact Sheet (if directed by the CLIENT).
4. Attendance at and participation the meetings and discussion.

## **2.3 One-on-One Meetings**

Consultant recognizes that multiple stakeholders will be involved in this project. The CLIENT and Consultant will reach out to these stakeholders to identify and address their concerns, as well as encourage participation in open house events. Due to the nature of the project, which may include, but is not limited to, impacts to trees, shrubs, and landscaping elements, on both private and public land; it is likely there will be a need to meet one-on-one with some of the affected parties outside of the public open houses. On-Site meetings, phone/video conference, email, or a combination of the above will be conducted.

The Consultant shall contact and meet with the various businesses, property owners, and stakeholders along the corridor that may be affected by the project. We anticipate this list of stakeholders to include, but not be limited to:

1. Deere & Company
2. Iowa Department of Transportation
3. Four additional miscellaneous stakeholders

For budgeting purposes, one (1), 1-hr meetings with seven (7) property owners is included. In the event that the CLIENT requests the Consultant to participate in one-on-one meetings that exceed the budget set aside for this task, the Consultant will submit a contract amendment authorizing participation in additional meetings.

## **2.4 Project Website**

Consultant will develop, maintain and host a project website for posting general project information, public meeting and input information, frequently asked questions and the project schedule.

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## **TASK B – SURVEY, RIGHT-OF-WAY, GEOTECHNICAL & ENVIORNMENTAL SERVICES**

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### **1.0 Design Surveys**

The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The CLIENT shall provide aerial photographic and other available mapping, including utilities, of the Project area. The specific survey tasks to be performed include the following:

#### **1.1 Control Surveys**

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, and shall provide monument tie notes including

monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per USGS datum. Consultant shall provide sufficient control for construction. If it is determined by the CLIENT that control is insufficient, the Consultant shall add control points.

### 1.2 Topographic Survey

The Consultant will perform topographic surveys required for the development of the project. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, those listed below. Note that if one of the listed items does not apply to all four of the project intersection only those for which that scope item apply are listed in parenthesis.

1. Inside of the existing center of the roundabout behind the inner curb (INT-1 & INT-2)
2. Viking Road south back of curb to 20-feet south of the south right-of-way line from INT-3 west to existing trail east of Saints Drive
3. Full width of the Public right-of-way (INT-3 & INT-4)
4. Private properties as determined by the consultant (INT-3 & INT-4)
5. Vegetation 4" diameter and larger (INT-3 & INT-4)
6. Utility appurtenances likely to be impacted by the project (INT-3 & INT-4)

### 1.3 Utility Surveys

Public and private utility facilities will be identified through the Iowa One Call process. The Consultant shall perform utility surveys required for the development of the project. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate visible valves and utility access within the project limits to accurately account for adjustment and/or replacement. Underground utilities will be incorporated into the project through map requests to the utility companies and drawn into the design file. This work will be considered survey quality level "C", per CI/ASCE 38-02. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves and manholes).

To minimize potholing needs (refer to 1.4), Consultant shall remove existing water main valve covers and measure from the surface to the valve stem to estimate water main depth.

### 1.4 Subsurface Utility Investigation

The Consultant shall attempt to locate critical utility locations to quality level "A", per CI/ASCE 38-02, depending on utility company cooperation. These may include connection points, crossings, or other critical locations. Consultant shall utilize an outside sub-consultant to obtain critical locations using hydro-excavating (potholing). Traffic control and survey will be required to facilitate this task. The Scope includes eight (8) pothole locations to determine level "A" subsurface utility data. This does not allow for any traffic control drawings or dynamic messaging systems during potholing.

### 1.5 Right-of-Way Surveys, Plats and Exhibits

The Consultant shall determine the location of existing Right-of-Way (ROW) and identify property owners adjacent to the project. This task consists of researching record documents at the City and County and locating existing monumentation (including, but not limited to, property pins, government corners, and other monuments) along the corridor. All found monuments shall be shown on the H sheets in contract drawings. The following lists estimated number of acquisition documents. Provide 3 signed copies of each.

1. Right-of-way (fee title; plat signed by an LS) – 7
2. Temporary easement (exhibit; no signature required) – 6

The Consultant shall provide plats and/or exhibits and a Parcel Impact Detail (PID) sheet for each acquisition required.

Plats showing individual right of way acquisitions shall comply with requirements of Iowa Code Section 354.4. Staking of proposed right-of-way and/or easements shall be provided for all said locations during the acquisition phase of the project.

Utilize Iowa DOT-style symbols when preparing ROW and property boundary exhibits for use during design and easement acquisitions.

## 2.0 Right-of-Way Services

Consultant will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the Project. Mary Ann Carnock and Brian DePrez are employees of Consultant, and are state of Iowa licensed real estate sales persons with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of Consultant. Mary Ann Carnock and Brian DePrez will be designated as "Appointed Agents" and will represent the CLIENT in a "Buyer Exclusive Agency" capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for said public improvement project. CLIENT shall also be a CLIENT of Appointed Agent.

CLIENT and Consultant acknowledge and agree that the Appointed Agents are required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

In regard to acquisitions, Professional will:

1. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the Project;
2. Complete a parcel file for each property involved with the Project in accordance with the needs of CLIENT and/or the Project requirements;
3. Prepare legal descriptions and acquisition plats for each easement and/or fee title acquisition, if requested by CLIENT;
4. 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;
5. 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.
6. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase

- agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims;
7. 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.
  8. 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;
  9. 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.
  10. Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.
  11. No relocation services are included by the Consultant.

**CLIENT'S RESPONSIBILITIES:** CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:

1. Unless produced by Snyder & Associates, Inc. survey and engineering staff, provide to 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;
2. Provide all licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or Project;
3. Unless produced by Snyder & Associates, Inc. survey and engineering staff, provide to PROFESSIONAL legal descriptions and acquisition plats for each parcel to be acquired, unless CLIENT requests PROFESSIONAL to provide said legal descriptions and acquisition plats and incorporates this request as a part of PROFESSIONAL's scope of work.
4. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review and approve any and all legal documents prepared by PROFESSIONAL.
5. Coordinate the timing and sequence of PROFESSIONAL's Services with the Services of others to the Project;
6. Make interim and final decisions utilizing information supplied by PROFESSIONAL.
7. Process Council Roll Calls/Requisitions.
8. 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.

### **3.0 Environmental Analysis**

The CONSULTANT shall perform field and office tasks required for collecting environmental information necessary for permitting of the project. The specific environmental analysis items to be performed include the following:

### 3.1 Wetland and Stream Delineation

The CONSULTANT will provide Wetland and Stream Delineation for the above referenced project. The Delineation will be performed to determine the upper boundaries of wetland and stream areas at the project site. The CONSULTANT will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement. The CONSULTANT will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.

The CLIENT will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation. A report summarizing the findings of the field delineation will be prepared.

### 3.2 Wetland and Stream Permitting

A permit application will be submitted to the US Army Corps of Engineers (USACE). The CONSULTANT will act as the Authorized Agent throughout the permitting process. During this process, the CONSULTANT's staff will respond to inquiries from USACE. It is assumed that a Nationwide Permit will be obtained for this project. An Individual Permit is beyond the scope of services. The CONSULTANT assumes that wetland and stream credits will be purchased as mitigation. Development of a mitigation design plan is beyond the scope of services.

## **4.0 Outside Services**

### 4.1 Soil Borings

Consultant's Subconsultant shall perform soil drilling and provide the Consultant with field data and report. This includes performing up to one (1) borings total at INT-1. Consultant's subconsultant shall perform laboratory testing on the samples to evaluate site conditions and develop engineering recommendations for the project.

Based on the results of the geotechnical evaluation, the Consultant or Consultant's subconsultant will prepare an engineering report that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

1. Computer generated boring logs with soil stratification based on visual soil classification.
2. Summarized laboratory data.
3. Groundwater levels observed during drilling and sampling.
4. Boring location plan.
5. Subsurface exploration procedures.
6. Existing pavement thicknesses, if boring obtained in roadway.
7. Encountered soils conditions.
8. Soil subgrade parameters for pavement design.
9. Subgrade preparation/ earthwork recommendations.
10. Soil improvements/recommendations for foundation/pedestal for public art within the roundabout at INT-1

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## **TASK C – STUDY AND CONCEPT PHASE**

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### 1.1 Roundabout Aesthetic Improvements

The CONSULTANT shall ultimately design aesthetic improvements within the existing and proposed roundabouts for INT-1 and INT-2. The concepts to be prepared shall include one design theme for the corridor (i.e. the two roundabouts). Provide three design theme options that include:

1. Colored plan view and elevation renderings
2. 3D modeling / rendering
3. Material board of proposed aesthetics, hardscape materials and proposed vegetation.
4. Consideration of existing Cedar Falls roundabouts, Pinnacle Prairie Design Guidelines and Public Art Committee goals.

## 1.2 INT-3

Prepare a traffic study. Utilize traffic analysis data from 2019 traffic impact study including crash and capacity results for the traffic signalization and roundabout alternatives. The development planned for the parcel northeast of the intersection will be taken into account. Develop a benefit/cost analysis. Complete 20-year life cycle cost analysis to compare signalization and roundabout alternatives (i.e. three legged options). Develop supporting memo & graphics for life cycle cost analysis.

Develop a roundabout concept (i.e. schematic layout) and cost opinion for a roundabout (i.e. four legged option) at INT-3. This concept should consider planning level site grading, public utility improvements, utility relocations, acquisition costs and environmental impacts. Develop a concept for pavement improvements (including westbound to south bound left turn lane, southbound to eastbound left turn lane, south return and median west of the intersection) associated with the signal concept for INT-3. The signal concept for INT-3 should include ROW extension and associated planning level roadway design for Prairie Street south of the intersection with Viking Road and through the two parcels owned by Deere and Company adjacent to the intersection.

## 1.3 INT-4

Review existing Hudson Road corridor study to determine if assumptions, analysis, and/or recommendations need to be updated for the Ridgeway Avenue & Hudson Road intersection. Perform 24-hour turning movement intersection count to compare with traffic data used in Hudson Road corridor study. Prepare memo to present findings. If it is determined that the previous study needs updated, develop a traffic analysis report with updated data, analysis, and recommendations.

## 1.4 Deliverables

1. Three (3) roundabout design theme options
2. A traffic study for INT-3
3. Memo or updated traffic study for INT-4 with recommended intersection improvements

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## TASK D – PLAN DESIGN DEVELOPMENT

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### **1.0 Design and Criteria**

The design and plan sheet setup shall generally follow the Iowa Statewide Urban Design and Specification (SUDAS) Design Manual and the Client's Supplemental Specifications to SUDAS. The Supplemental Specifications shall be made available by the Client.

The project design shall include those items listed below. These items shall be developed and refined through the various stages included with this task.

1. Landscape/hardscape improvements to the center of the existing grassed portion of the existing roundabouts at INT-1 and INT-2 - Based on the selected concept from Task C incorporate the aesthetic improvement components into the design. The subsequent design should include the following: updated roundabout 3D model / rendering, hardscape features, planting design, details, schematic lighting plan (lighting and conduit schematic locations only). The design should include structural design for apedestal/foundation for a public art component to be installed in the center of INT-1 after these project improvements are complete.

2. INT-3 Improvements (It is assumed that the recommendations for this intersection from Task C will include a signalized intersection in lieu of a roundabout)
  - a) Prepare traffic signal design and plans using topographic base mapping, proposed intersection geometric design, and available design standards for the City of Cedar Falls, Iowa Statewide Urban Design Manual (SUDAS), and the Manual on Uniform Traffic Control Devices.
  - b) Prepare plan sheets to include the following: Signal General Notes and Quantities sheet; Signal Layout sheet; Wiring Diagram / Phasing sheet; Signal Details Sheet(s)
  - c) Iowa Statewide Urban Standard Specifications (SUDAS) will be used for the project. Any additional requirements or variations from SUDAS specifications will be included in the plans or special provisions.
  - d) Develop traffic model to determine traffic signal timing parameters. Field verify and make adjustments as necessary.
  - e) Lighting & electrical Improvements
  - f) ADA compliant sidewalk ramps and crosswalks (i.e. three at the intersection of Prairie Parkway and Viking Road)
  - g) Sidewalk/Trail extension from east of Saints Dr west to INT-3 (8-foot wide)
  - h) Viking Road median from west leg of INT-3 to west of Winterberry Dr (Median construction to follow Landscape Median standards from SUDAS Figure 7010.906. Median landscaping improvements are to be limited to grass and do not include pavers, PCC, landscaping plants.)
  - i) Southbound left turn lane
  
3. INT-4 Improvements
  - a) Develop traffic signalization design criteria memo to confirm intersection operation and equipment requirements. Include information regarding equipment capacity for future fiber optic interconnection with other signals within the corridor.
  - b) Prepare traffic signal design and plans using topographic base mapping, proposed intersection geometric design, and available design standards for the City of Cedar Falls, Iowa Statewide Urban Design Manual (SUDAS), and the Manual on Uniform Traffic Control Devices.
  - c) Prepare plan sheets to include the following: Signal General Notes and Quantities sheet; Signal Layout sheet; Wiring Diagram / Phasing sheet; Signal Details Sheet(s)
  - d) Iowa Statewide Urban Standard Specifications (SUDAS) will be used for the project. Any additional requirements or variations from SUDAS specifications will be included in the plans or special provisions.
  - e) Develop traffic model to determine traffic signal timing parameters. Field verify and make adjustments as necessary.
  - f) Lighting & electrical Improvements

## **2.0 Utility Coordination**

The Consultant will develop preliminary plans for the purpose of coordinating with existing utility owners in the corridor. Consultant will coordinate with the CLIENT and utility companies to discuss location of facilities and potential impacts as a result of the project, review utility relocation plans prepared by the utility company; and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the project construction.

The Consultant shall provide the following services:

1. Submittal of Utility Coordination Plans to all private and public utilities in proximity to the project limits following the Preliminary Plan and Final Plan submittals. The first plan submittal will be to introduce the project to utility companies. The second will include review and coordination of potential conflicts identified by the final design plans to initiate potential utility relocations to be completed prior to letting.
2. Preparation and distribution of the Joint Utility Cover Sheet.

3. Meetings with individual utility companies.
4. Staking of the existing/proposed right-of-way, as requested by the utility companies for their relocations.

### **3.0 Preliminary (50%)**

#### **3.1 Preliminary Plan Preparation**

The Consultant shall develop Preliminary Design Plans for the project. Upon completion, the design plans will be approximately 50% complete. Preliminary plans shall include the following sheets (per Table 1D-1.01 of the SUDAS Design Standards): A, B, C, D, E, G, H, J, LS (landscape), M (schematic only), N (Traffic Signals & Lighting), P (Signing/Striping), Q (Removals) and S (schematic only).

#### **3.2 Opinion of Probable Construction Cost**

The Consultant shall prepare an opinion of probable construction cost for the projects. The cost estimates shall be based on representative major project elements and recent bid information. The Consultant shall budget and review bid items and quantities for one funding division in the plans.

#### **3.3 Quality Control Review**

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment including roadway and traffic phasing. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team. Review the check plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

#### **3.4 Field Exam**

A Field Exam will be held with the Project Development Team to discuss key issues and design concepts, with the main emphasis focused on access control and traffic control/stage construction. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design.

#### **3.5 Deliverables**

1. Electronic set of 50% plans
2. Cover sheet with designer initials and reviewer initials after completion of Quality Control
3. Cost Opinion

### **4.0 Check Plans (90%)**

After authorization of approval from the CLIENT of the Intermediate Plans, the Consultant shall proceed with the development of Check Plans. Upon completion, the design plans will be approximately 90% complete. It is assumed that no geometric revisions to the roadway design will occur after the start of the development of the Check Plans. Changes to the geometric design of the roadway during Check Plan preparation shall constitute a contract amendment. Check plans shall include the following sheets (per Table 1D-1.01 of the SUDAS Design Standards): A, B, C, D, E, G, H, J, L, LS (landscape), M, N (Traffic Signals & Lighting), P (Signing/Striping), Q (Removals), R, S, U, W and X.

#### **4.1 Incorporate Comments from Preliminary Plan Review**

The Consultant will respond to comments resulting from CLIENT plan review. Recommended modifications will be incorporated into the plan set.

#### **4.2 Preparation of Special Provisions**

The Consultant will prepare special provisions for the project resulting from CLIENT review.

**4.3 Opinion of Probable Construction Cost**

The Consultant shall prepare an opinion of probable construction cost for the projects. The cost estimates shall be based on representative major project elements and recent bid information. The Consultant shall budget and review bid items and quantities for one City project funding source.

**4.4 Prepare Project Manual**

The Consultant shall provide the services required for completion of a draft Project Manual for the project.

**4.5 Quality Control Review**

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment including roadway and traffic phasing. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team. Review the check plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

**4.6 Deliverables**

1. Electronic set of 90% plans
2. Cover sheet with designer initials and reviewer initials after completion of Quality Control
3. Electronic copy of CLIENT 50% design comments and how comments were addressed
4. Cost Opinion
5. Special Provisions
6. Draft Project Manual
7. Notice of Intent and Public Notice for NPDES General Permit Number 2

**5.0 Final Print Documents (100%)**

After approval from the CLIENT of the Check Plans, the Consultant shall proceed with the development of Final Print Documents for the project. Upon completion, the construction documents will be ready for Council approval to file with the City Clerk.

**5.1 Incorporate Comments from Check Plan Review**

The Consultant will respond to comments resulting from the Check Plan Review. Recommended modifications will be incorporated into the final plan set.

**5.2 Opinion of Probable Construction Cost**

Prepare opinion of probable construction cost for the project. Final cost opinion shall include all project elements. Quantity takeoffs will be developed for the final cost estimate. Published cost opinion should be rounded to the nearest \$1,000 or \$5,000.

**5.3 Deliverables**

1. Copies of Print Documents (Signed plans and project manual)
2. Cost Opinion
3. Permit Applications (NPDES General Permit Number 2)
4. Bid item .csv file for use on QuestCDN

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**TASK E – Local Letting Services**


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**1.0 Letting Services**

The work tasks to be performed or coordinated by the Consultant during the Bid Period Services are based on the bid lettings for one project and shall include the following:

**1.1 Advertising**

The Consultant will prepare and distribute a notice of project (NOP) to prospective bidders prior to the project documents being filed with the City Clerk. It is understood that the Client will be responsible for all advertising and notification of Contractors required for a public letting for the project and distribute project documents.

**1.2 Plan Clarification and Addenda**

The Consultant shall assist the Client during the bid period in answering questions regarding the design intent. The Consultant shall address questions presented by the Client and/or Contractors and prepare addenda for distribution by the Client. The Consultant shall coordinate with Client's staff during this phase of services.

**1.3 Bidding**

The Client shall be responsible for the bid letting via QuestCDN. The Consultant shall make recommendations to the Client Council, in writing, regarding the awarding of the construction contract.

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**TASK F – Construction Phase**


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**1.1 Pre-Construction Meeting**

The Consultant shall attend a pre-construction meeting scheduled and held by the CLIENT.

**1.2 Plan Interpretation during Construction**

The Consultant will be available to discuss the project design with the CLIENT's project manager and the Contractor during the construction phase, at the CLIENT's request. Inquiries during the construction period relating to design Standard of Care items will be addressed by the Consultant under this contract. It is understood the CLIENT will provide on-going construction observation and administration services during the construction period and will inquire with the Consultant on an as-needed basis. Inquiries concerning items outside this scope (i.e. unforeseen underground conditions/facilities, constructability, etc.) will invoke a contract amendment for Consultant services. The design Standard of Care items are defined as services performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality.

**1.3 Site Visits**

The Consultant shall perform site visits to address contractor questions, and review construction progress and general conformance to the plans and specifications. Site visits shall be initiated by the CLIENT for specific construction related items. The Consultant shall be available for up to five (5) site visits, as requested, during the course of construction.

**1.4 Construction Staking**

The CONSULTANT shall be responsible for providing construction staking for the project. It will be stated at the preconstruction conference that the CONSULTANT will provide one set of stakes for each construction operation of the project. Any staking that is destroyed will be replaced at the Contractor's expense. Elements of the project to be staked include: Survey Control, Removal Limits, Water Main Fittings, Storm Sewer Structures, Subdrain, Cleanouts, Pavement, Sidewalk, and Street Light locations.

**1.5 Reestablishment of Monuments**

After completion of construction, the Consultant shall perform field survey as required to verify which monuments found during the original survey and identified on the H sheets, if any, were disturbed or removed during construction. All disturbed or missing monuments shall be reset at their original location and a Monumentation Preservation Certificate in accordance with Iowa Code Section 355.6A shall be prepared and filed with the County Recorder.

**PROJECT SCHEDULE**

The Scope of Services shall be completed in general accordance with the following schedule:

Contract Approval – Begin Work .....	12/20/21
Pre-Design PMT Meeting #1 .....	01/06/22
PMT Meeting #2 (Public Art Review).....	01/13/22
Geotechnical and Environmental .....	02/18/22
Study & Concept Phase.....	02/25/22
PMT Meeting #3 .....	03/08/22
Topographic Survey .....	04/15/22
Environmental* .....	05/13/22
Preliminary Plans (50%).....	05/24/22
PMT Meeting #4 .....	06/02/22
Public Information Meeting #1 .....	06/08/22
Begin Acquisition Services .....	06/14/22
Check Plans (90%).....	11/18/22
PMT Meeting #5 .....	12/01/22
Public Information Meeting #2.....	12/07/22
Complete Acquisition Services** .....	12/16/22
Submittal of Printable Documents .....	01/06/23
File PS&E .....	01/16/23
Public Hearing.....	02/06/23
Letting.....	02/20/23
Report & Award .....	03/06/23
Construction*** .....	2023

\*Environmental scope is weather dependent. Field work may need to be done later in 2023.  
 \*\*The schedule assumes acquisitions can be completed within the timeline noted above. It is possible that property owners may not be agreeable to the acquisitions and condemnations could be required. If acquisitions are not completed within the timeline noted above the letting and construction could be delayed.  
 \*\*\*It is anticipated that lead time for traffic signal equipment could take six months from the approval of shop drawings. Depending on the actual lead time the signal installation may be completed later in the 2023 construction season.

**OTHER SERVICES**

The Client may request Other Services from the Consultant not included in the Scope of Services as outlined. Other Services may include, but not be limited to, expanding the scope of a 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 Consultant's Services and corresponding costs. Included in potential additional work items are a drainage analysis/memo, analysis of a three legged intersection for INT-3, design of south intersection return for INT-3, design of a roundabout for INT-3, additional crosswalks and/or ADA ramps beyond those listed above, design of a roundabout and other ancillary improvements to INT-4, aesthetic improvements beyond the center of the roundabouts for INT-1 and INT-2, increasing capacity of the existing sanitary or storm sewers, looping of water main, additional meetings and/or acquisitions not included above, 3D flythrough visualization of the improvements and more than one bid package.

Upon initiation of Other Services, the Consultant will submit, in writing to the Client, the estimated costs. Such costs will be based on the current hourly rates and fixed expenses in place at the time the services are to be completed.

## Exhibit B

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### Various Intersection Improvements Cedar Falls, Iowa City Project Number TS-000-3294

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Original 12/13/11  
Revision 01/31/2017

#### **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

Various Intersection Improvements  
Cedar Falls, Iowa  
City Project No. TS-000-3294

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
  - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
  - Governmental Immunity endorsement identical or equivalent to form attached.
  - Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

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8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor

Various Intersection Improvements  
Cedar Falls, Iowa  
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pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

**Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

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**EXHIBIT 1 – INSURANCE SCHEDULE**

**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000

Various Intersection Improvements  
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**CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT  
(For use when *including* the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

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5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location(s) Of Covered Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**All terms and conditions of this policy apply unless modified by this endorsement.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location And Description Of Completed Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**All terms and conditions of this policy apply unless modified by this endorsement.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (10/ Item 25.

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).

<b>PRODUCER</b> DONAGHY-KEMPTON INSURORS PO BOX 3287 DES MOINES IA 50316-0287		<b>CONTACT NAME:</b> Brian Donaghy <b>PHONE (A/C. No. Ext):</b> 515-288-8545 <b>E-MAIL ADDRESS:</b> brian@dki-ins.com <b>FAX (A/C. No.):</b> 515-288-2422	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> UNITED FIRE GROUP	<b>NAIC #</b> 13021
<b>INSURED</b> Snyder & Associates Inc 2727 SW Snyder Blvd Ankeny IA 50023-8402		<b>INSURER B :</b> ICW GROUP INSURANCE CO	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 86787534 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	60376805	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60376805	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		60376805	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WIA506220500	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			60376805	10/1/2021	10/1/2022	BPP \$2,288,000
A	Inland Marine			60376805	10/1/2021	10/1/2022	Leased & Rented \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing and completed operations on General Liability per the attached CG7201 07/17. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess. Governmental Immunities endorsement including 30 days notice of cancellation included. Waiver of Subrogation included on Workers Compensation and General Liability.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	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>Brian J. Donaghy</i>

POLICY NUMBER: 60376805

COMMERCIAL MULTIPLE LINE  
IL 70 84 06 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BUSINESSOWNERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

**SCHEDULE****Name of Organization:**

CITY OF CEDAR FALLS IA

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. **Assertion of Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.
5. **No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- \* Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* “Insured Contract” redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SECTION I - COVERAGES

#### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### 1. **Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

##### 2. **Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

##### 3. **Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

##### 4. **Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

##### 5. **Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

#### B. The following coverages are added:

##### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

##### **j. Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## 2. **COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## 3. **COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

### 2. **Exclusions**

This insurance does not apply to:

#### p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

## 4. **COVERAGE G - PRODUCT RECALL EXPENSE**

### a. **Insuring Agreement**

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (**Section I**) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:

**1. To read SUPPLEMENTARY PAYMENTS**

**2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

## **SECTION II - WHO IS AN INSURED**

**A.** The following change is made:

**Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B.** The following provisions are added:

**4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

**(1)** Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

**(2)** Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;

- b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

**1.** Only applies to the extent permitted by law; and

**2.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
  - i. The expiration of the period of time required by the "written contract"; or
  - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

**7. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in Sub-paragraphs d. or f.; or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**9. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

**11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

**13. Additional Insured - Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

**SECTION III - LIMITS OF INSURANCE**

**A. The following items are deleted and replaced by the following:**

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under **Coverage B**; and
  - d. Damages under **Coverage H**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.
- B. The following are added :**
8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.
9. **Coverage G - Product Recall Expense**  
 Aggregate Limit \$50,000  
 Each Product Recall Limit \$25,000
- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
  - b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.
- We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.
- We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.
10. **Aggregate Limits of Insurance (Per Location)**  
 The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.  
 "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
11. **Aggregate Limits of Insurance (Per Project)**  
 The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.
12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of **SECTION II – WHO IS AN INSURED** above, the following is added:  
 The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement;
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- Whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE** , a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage** .  
**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

**10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

**11. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

**12. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**13. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

**15. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

## **SECTION V – DEFINITIONS**

- A. At item 12. "Mobile equipment" the wording at **f.(1)** is deleted and replaced by the following:
- f.(1)** Equipment designed primarily for:
- (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.
- B. Item 3. "Bodily injury" is deleted and replaced with the following:
3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" **c.** is deleted and replaced with the following:
- c.** Any easement or license agreement;
- D. Item 9. "Insured Contract" **f.(1)** is deleted
- E. The following definitions are added for this endorsement only:
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
  - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
    - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
    - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
  - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
  - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
  - d. Transportation and accommodation expense incurred by your employees.
  - e. Rental expense incurred for temporary locations used to store recalled products.
  - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
  - g. Transportation expenses incurred to replace recalled products.
  - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".
26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
- a. Is currently in effect or becoming effective during the term of this policy; and
  - b. Was executed prior to:
    - (1) The "bodily injury" or "property damage"; or
    - (2) The offense that caused the "personal and advertising injury",
 for which the additional insured seeks coverage under this coverage part.



**Exhibit C**

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**Various Intersection Improvements  
Cedar Falls, Iowa  
City Project Number TS-000-3294**

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2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN  
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF  
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Consultant  
Project No. 121.1031.08

Various Intersection Improvements  
Cedar Falls, Iowa  
City Project No. TS-000-3294

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

Consultant  
Project No. 121.1031.08

Various Intersection Improvements  
Cedar Falls, Iowa  
City Project No. TS-000-3294

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



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**

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**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** December 13, 2021  
**SUBJECT:** FY2022-2027 Capital Improvements Program (CIP)

Attached is the required notice for the proposed FY2022-2027 Capital Improvements Program (CIP) hearing. The CIP will be presented at committee on December 20<sup>th</sup>.

**The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for January 3, 2022.**

If you have any questions about the CIP or the process, please feel free to contact me.

**NOTICE OF PUBLIC HEARING FOR THE  
FY2022-2027 CAPITAL IMPROVEMENTS PROGRAM (CIP)**

Notice is hereby given that the Cedar Falls City Council of the City of Cedar Falls, Iowa will conduct a public hearing on the proposed FY2022-2027 Capital Improvements Program (CIP) at 7:00 p.m. on the 3<sup>rd</sup> day of January 2022, said meeting to be held in the Council Chamber in City Hall, 220 Clay Street, Cedar Falls, Iowa.

Copies of the foregoing described document are on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa and may be inspected by any persons interested. Written comments to said proposed Capital Improvements Program may be filed with the City Clerk of the City of Cedar Falls, Iowa on or before the date of hearing, and all objections will be heard at the time of said hearing.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

By: Jacqueline Danielsen, City Clerk



## DEPARTMENT OF PUBLIC WORKS

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

### MEMORANDUM Engineering Division

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

**FROM:** Luke Andreasen, PE, Principal Engineer

**DATE:** December 13, 2021

**SUBJECT:** Main Street Reconstruction Project (6th Street to University Avenue)  
 Public Hearing  
 City Project Number: RC-000-3283

The City of Cedar Falls is planning to reconstruct Main Street from 6<sup>th</sup> Street to University Avenue. The intersections at Seerley Boulevard, 18<sup>th</sup> Street, 12<sup>th</sup> Street, and possibly 6<sup>th</sup> Street will be replaced with single-lane roundabouts to improve the overall traffic safety and flow in all directions of travel. The project will also include improvements to the water main, sanitary sewer, and storm sewer and other miscellaneous roadway items. Right-of-way acquired for the project will be used for roadway alignment and utility relocations. Plans for the project show the need for fee title and/or easement acquisitions from approximately nine (9) properties.

The nine (9) property acquisitions include at least two (2) total takes. One at the northwest corner of the Main/12<sup>th</sup> intersection and one at either the northeast or southwest corner of the Main/12<sup>th</sup> intersection. In addition, temporary construction easements will be necessary for almost every property on both sides of Main Street from 6<sup>th</sup> Street to University Avenue.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right-of-way. The public hearing offers an opportunity for the public, especially those from whom the fee title and easement acquisition will be purchased, to comment on the project.

Iowa law also requires affected landowners to be notified by mail 30 days in advance of the public hearing. Therefore, the Engineering Division recommends resetting Tuesday, January 18, 2022 at 7:00 p.m. as the date and time for the public hearing on the Main Street Reconstruction Project.

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



# Daily Invoices for Council Meeting 12/20/21

PREPARED 12/14/2021, 10:12:51  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 05/2022

Item 28.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE										
757		05/22 AP		11/23/21	0005915	IOWA DEPT.OF REVENUE	1,209.65			12/02/21
						SEMI MONTHLY SALES TAX RECREATION				
757		05/22 AP		11/10/21	0005914	IOWA DEPT.OF REVENUE	571.98			12/02/21
						SEMI MONTHLY SALES TAX RECREATION				
ACCOUNT TOTAL							1,781.63	.00		1,781.63
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES										
757		05/22 AP		11/30/21	0005911	FARMERS STATE BANK	12.00			12/02/21
						INCOMING WIRE FEE MIDWEST ONE CD				
757		05/22 AP		11/17/21	0005910	FARMERS STATE BANK	20.00			12/02/21
						VOYA OUTGOING WIRE 11/19/21 PAYROLL				
757		05/22 AP		11/09/21	0005909	FARMERS STATE BANK	20.00			12/02/21
						VOYA OUTGOING WIRE 11/05/21 PAYROLL				
757		05/22 AP		11/01/21	0005921	LINCOLN SAVINGS BANK	20.00			12/02/21
						OCTOBER CD WIRE FEE 10/12/21				
ACCOUNT TOTAL							72.00	.00		72.00
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105										
757		05/22 AP		11/08/21	0005918	ISOLVED BENEFIT SERVICES, INC	707.25			12/02/21
						CAFE ADMIN FEE-OCT '21				
ACCOUNT TOTAL							707.25	.00		707.25
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
757		05/22 AP		11/02/21	0005937	PROFESSIONAL SOLUTIONS	15.10			12/02/21
						OCTOBER CREDIT CARD FEES				
ACCOUNT TOTAL							15.10	.00		15.10
101-1061-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
757		05/22 AP		11/18/21	0005919	ISOLVED BENEFIT SERVICES, INC	192.59			12/02/21
						HEALTH INS. REIMBURSEMENT				
ACCOUNT TOTAL							192.59	.00		192.59
101-1199-411.32-64 COMM PROTECTION GRANTS / FIRE EQUIPMENT GRANT										
886		06/22 AP		11/30/21	0396429	BEYOND PINK TEAM	1,300.00			12/01/21
						PINK RIBBON CAMPAIGN'21				
ACCOUNT TOTAL							1,300.00	.00		1,300.00

GROUP	PO	ACCTG	---TRANSACTION---			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT ----
FUND 101 GENERAL FUND								
101-1199-441.81-03								PROFESSIONAL SERVICES / RECORDING FEES
947		06/22 AP		12/10/21	0396494	12.00		BLACK HAWK CO.RECORDER
								12/13/21
								RCD:RESOLUTION #22,612
						12.00		ACCOUNT TOTAL
							.00	12.00
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY								
899		06/22 AP		11/15/21	0396470	133.63		CEDAR FALLS UTILITIES
								12/03/21
								UTILITIES THRU 11/15/21
757		05/22 AP		11/02/21	0005927	41.93		PROFESSIONAL SOLUTIONS
								12/02/21
								OCTOBER CREDIT CARD FEES
						175.56		ACCOUNT TOTAL
							.00	175.56
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND								
947		06/22 AP		12/10/21	0396496	971.55		CEDAR FALLS MUNICIPAL BAND
								12/13/21
								PROPERTY TAX PAYMENT
						971.55		ACCOUNT TOTAL
							.00	971.55
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES								
757		05/22 AP		11/02/21	0005932	648.71		PROFESSIONAL SOLUTIONS
								12/02/21
								OCTOBER CREDIT CARD FEES
757		05/22 AP		11/02/21	0005933	601.05		PROFESSIONAL SOLUTIONS
								12/02/21
								OCTOBER CREDIT CARD FEES
						1,249.76		ACCOUNT TOTAL
							.00	1,249.76
101-2253-423.85-01 UTILITIES / UTILITIES								
899		06/22 AP		11/15/21	0396470	383.57		CEDAR FALLS UTILITIES
								12/03/21
								UTILITIES THRU 11/15/21
						383.57		ACCOUNT TOTAL
							.00	383.57
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS								
929		06/22 AP		12/07/21	0396484	150.00		CUONG HUYNH
								12/09/21
								REFUND-REC MEMBERSHIP
						150.00		ACCOUNT TOTAL
							.00	150.00
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES								
757		05/22 AP		11/05/21	0005901	36.31		COMMUNITY BANKERS MERCHANT SV
								12/02/21
								OCTOBER CREDIT CARD FEES
757		05/22 AP		11/02/21	0005935	6.95		PROFESSIONAL SOLUTIONS
								12/02/21

GROUP NBR	PO NBR	ACCT'G 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				
757				05/22	AP 11/02/21 0005936	OCTOBER CREDIT CARD FEES PROFESSIONAL SOLUTIONS	6.95			12/02/21
757				05/22	AP 11/02/21 0005928	OCTOBER CREDIT CARD FEES PROFESSIONAL SOLUTIONS	460.71			12/02/21
757				05/22	AP 11/02/21 0005929	OCTOBER CREDIT CARD FEES PROFESSIONAL SOLUTIONS	76.59			12/02/21
						OCTOBER CREDIT CARD FEES				
						ACCOUNT TOTAL	587.51	.00		587.51
101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE										
929				06/22	AP 11/30/21 0396486	FAY, TIMOTHY 5 BOOKS FOR RESALE	45.00			12/09/21
						ACCOUNT TOTAL	45.00	.00		45.00
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
757				05/22	AP 11/09/21 0005898	CLOVER APP	12.66			12/02/21
757				05/22	AP 11/02/21 0005930	MERCHANT SUBSCRIPTION FEE PROFESSIONAL SOLUTIONS	86.32			12/02/21
757				05/22	AP 11/02/21 0005925	OCTOBER CREDIT CARD FEES PROFESSIONAL SOLUTIONS	13.27			12/02/21
757				05/22	AP 11/02/21 0005929	OCTOBER CREDIT CARD FEES PROFESSIONAL SOLUTIONS	5.64			12/02/21
						OCTOBER CREDIT CARD FEES				
						ACCOUNT TOTAL	117.89	.00		117.89
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
757				05/22	AP 11/18/21 0005919	HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	105.32			12/02/21
						ACCOUNT TOTAL	105.32	.00		105.32
101-4511-414.85-01 UTILITIES / UTILITIES										
899				06/22	AP 11/15/21 0396470	UTILITIES THRU 11/15/21 CEDAR FALLS UTILITIES	447.67			12/03/21
						ACCOUNT TOTAL	447.67	.00		447.67
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
757				05/22	AP 11/18/21 0005919	HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	105.33			12/02/21
757				05/22	AP 11/18/21 0005919	HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	30.00			12/02/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT							continued			
HEALTH INS. REIMBURSEMENT										
ACCOUNT TOTAL							135.33	.00	135.33	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
899		06/22 AP		11/15/21	0396470	CEDAR FALLS UTILITIES	35.12			12/03/21
						UTILITIES THRU 11/15/21				
757		05/22 AP		11/02/21	0005926	PROFESSIONAL SOLUTIONS	24.36			12/02/21
						OCTOBER CREDIT CARD FEES				
ACCOUNT TOTAL							59.48	.00	59.48	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
947		06/22 AP		11/23/21	0396503	SMITH JR, TIMOTHY B	39.73			12/13/21
						RMB:OPT.EQUIP.-TOURN.CASE				NORTH AMERICAN RESCUE
ACCOUNT TOTAL							39.73	.00	39.73	
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM										
947		06/22 AP		08/11/21	0396492	ARIES, ADAM	150.00			12/13/21
						RMB:UNIFORM ALLOWANCE				MIDWEST DEFENSE SOLUTIONS
ACCOUNT TOTAL							150.00	.00	150.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
921		06/22 AP		11/17/21	0396473	ABBOTT, MARISSA	42.24			12/07/21
						RMB:MEALS-INT.& INTERR.				MARION
ACCOUNT TOTAL							42.24	.00	42.24	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
947		06/22 AP		11/26/21	0396502	HOWARD, MARK A.	34.24			12/13/21
						RMB:UNIFORM ALLOWANCE				SHEELS
947		06/22 AP		11/23/21	0396503	SMITH JR, TIMOTHY B	36.77			12/13/21
						RMB:UNIFORM ALLOWANCE				NORTH AMERICAN RESCUE
947		06/22 AP		11/23/21	0396502	HOWARD, MARK A.	12.74			12/13/21
						RMB:UNIFORM ALLOWANCE				AMAZON.COM
947		06/22 AP		11/17/21	0396501	HAISLET, MICHAEL	136.81			12/13/21
						RMB:UNIFORM ALLOWANCE				GALLS
947		06/22 AP		11/10/21	0396493	BECKNER, MARTIN	8.00			12/13/21
						RMB:UNIFORM ALLOWANCE				COVER-ALL EMBROIDERY
ACCOUNT TOTAL							228.56	.00	228.56	

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-6613-433.85-01						UTILITIES / UTILITIES			
899	06/22	AP	11/15/21	0396470		CEDAR FALLS UTILITIES	549.64		12/03/21
						UTILITIES THRU 11/15/21			
						ACCOUNT TOTAL	549.64	.00	549.64
101-6616-446.85-01						UTILITIES / UTILITIES			
899	06/22	AP	11/15/21	0396470		CEDAR FALLS UTILITIES	2,019.60		12/03/21
						UTILITIES THRU 11/15/21			
						ACCOUNT TOTAL	2,019.60	.00	2,019.60
101-6623-423.85-01						UTILITIES / UTILITIES			
899	06/22	AP	11/15/21	0396470		CEDAR FALLS UTILITIES	318.50		12/03/21
						UTILITIES THRU 11/15/21			
						ACCOUNT TOTAL	318.50	.00	318.50
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE			
947	06/22	AP	12/01/21	0396497		CENTURYLINK	61.09		12/13/21
						CEDAR RIVER GAUGE-NOV'21			
						ACCOUNT TOTAL	61.09	.00	61.09
101-6625-432.83-06						TRANSPORTATION&EDUCATION / EDUCATION			
899	06/22	AP	11/30/21	0396472		IOWA DEPT-TRANSPORTATION	120.00		12/03/21
						AGG.TECH.RECERT.-S.BROOKS			
921	06/22	AP	11/30/21	0396478		IOWA DEPT-TRANSPORTATION	120.00		12/07/21
						HMA LVL.1 RECERT-S.BROOKS			
921	06/22	AP	11/29/21	0396477		IOWA DEPT-TRANSPORTATION	120.00		12/07/21
						AGG.TECH.RECERT.-C.HAGER			
921	06/22	AP	11/29/21	0396478		IOWA DEPT-TRANSPORTATION	120.00		12/07/21
						HMA LVL.1 RECERT.-C.HAGER			
						ACCOUNT TOTAL	480.00	.00	480.00
101-6633-423.85-01						UTILITIES / UTILITIES			
899	06/22	AP	11/15/21	0396470		CEDAR FALLS UTILITIES	855.26		12/03/21
						UTILITIES THRU 11/15/21			
						ACCOUNT TOTAL	855.26	.00	855.26
						FUND TOTAL	13,253.83	.00	13,253.83

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT ----	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF										
947		06/22 AP		12/10/21	0396498	DEBT SERVICE	153,155.59		12/13/21	
		PROPERTY TAX PAYMENT								
947		06/22 AP		12/10/21	0396495	CAPITAL PROJECTS FUND	224,360.51		12/13/21	
		PROPERTY TAX PAYMENT								
947		06/22 AP		12/10/21	0396495	CAPITAL PROJECTS FUND	391.64		12/13/21	
		PROPERTY TAX PAYMENT								
947		06/22 AP		12/10/21	0396495	CAPITAL PROJECTS FUND	13,678.21		12/13/21	
		PROPERTY TAX PAYMENT								
947		06/22 AP		12/10/21	0396495	CAPITAL PROJECTS FUND	4,901.99		12/13/21	
		PROPERTY TAX PAYMENT								
		ACCOUNT TOTAL						396,487.94	.00	396,487.94
		FUND TOTAL						396,487.94	.00	396,487.94
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
757		05/22 AP		11/18/21	0005919	ISOLVED BENEFIT SERVICES, INC	100.00		12/02/21	
		HEALTH INS. REIMBURSEMENT								
757		05/22 AP		11/18/21	0005919	ISOLVED BENEFIT SERVICES, INC	85.84		12/02/21	
		HEALTH INS. REIMBURSEMENT								
		ACCOUNT TOTAL						185.84	.00	185.84
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
899		06/22 AP		11/15/21	0396470	CEDAR FALLS UTILITIES	125.88		12/03/21	
		UTILITIES THRU 11/15/21								
		ACCOUNT TOTAL						125.88	.00	125.88
206-6647-436.85-01 UTILITIES / UTILITIES										
899		06/22 AP		11/15/21	0396470	CEDAR FALLS UTILITIES	1,019.52		12/03/21	
		UTILITIES THRU 11/15/21								
		ACCOUNT TOTAL						1,019.52	.00	1,019.52
		FUND TOTAL						1,331.24	.00	1,331.24

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
873		06/22 AP		12/01/21	0038042	BAUCH, JAMES C	1,075.00			11/30/21
		HAP Prior D 122021								
873		06/22 AP		12/01/21	0038096	RINNELS, DOUGLAS G.	253.00			11/30/21
		HAP Wierck L 122021								
873		06/22 AP		12/01/21	0038047	CHESTNUT, SHAWN	502.00			11/30/21
		HAP Chestnut N 122021								
873		06/22 AP		12/01/21	0038108	WEVERINK, TOM	503.00			11/30/21
		HAP Stewart J 122021								
873		06/22 AP		12/01/21	0038060	EXCEPTIONAL PERSONS, INC.	433.00			11/30/21
		HAP Blake M 122021								
873		06/22 AP		12/01/21	0038060	EXCEPTIONAL PERSONS, INC.	196.00			11/30/21
		HAP Houdek C 122021								
873		06/22 AP		12/01/21	0038060	EXCEPTIONAL PERSONS, INC.	320.00			11/30/21
		HAP Poldberg J 122021								
873		06/22 AP		12/01/21	0038060	EXCEPTIONAL PERSONS, INC.	388.00			11/30/21
		HAP Nissen A 122021								
873		06/22 AP		12/01/21	0038060	EXCEPTIONAL PERSONS, INC.	424.00			11/30/21
		HAP Myers J 122021								
873		06/22 AP		12/01/21	0038060	EXCEPTIONAL PERSONS, INC.	190.00			11/30/21
		HAP Anderson B 122021								
873		06/22 AP		12/01/21	0038067	GOLD FALLS VILLA	460.00			11/30/21
		HAP Shuman J 122021								
873		06/22 AP		12/01/21	0038107	WEVERINK, RANDY	725.00			11/30/21
		HAP Archer D 122021								
873		06/22 AP		12/01/21	0038063	GEE LAN, JOSEPH N.	369.00			11/30/21
		HAP Juhl A 122021								
873		06/22 AP		12/01/21	0038063	GEE LAN, JOSEPH N.	368.00			11/30/21
		HAP Becker T 122021								
873		06/22 AP		12/01/21	0038089	MERSHON RENTALS, LLC	420.00			11/30/21
		HAP Holden K 122021								
873		06/22 AP		12/01/21	0038089	MERSHON RENTALS, LLC	426.00			11/30/21
		HAP Weaver J 122021								
873		06/22 AP		12/01/21	0038049	CLARK ENTERPRISES LLC	181.00			11/30/21
		HAP Bachman K 122021								
873		06/22 AP		12/01/21	0038049	CLARK ENTERPRISES LLC	465.00			11/30/21
		HAP Galvez Munguia 122021								
873		06/22 AP		12/01/21	0038049	CLARK ENTERPRISES LLC	451.00			11/30/21
		HAP Hord B 122021								
873		06/22 AP		12/01/21	0038040	BARTELT PROPERTIES L.C.	558.00			11/30/21
		HAP Woodward C 122021								
873		06/22 AP		12/01/21	0038040	BARTELT PROPERTIES L.C.	1,018.00			11/30/21
		HAP Avino G 122021								
873		06/22 AP		12/01/21	0038057	EDGE MANAGEMENT GROUP, LLC	547.00			11/30/21
		HAP Young C 122021								
873		06/22 AP		12/01/21	0038057	EDGE MANAGEMENT GROUP, LLC	1,178.00			11/30/21
		HAP Gibson T 122021								
873		06/22 AP		12/01/21	0038052	COOK CO.HOUSING AUTHORITY	184.00			11/30/21

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
873				06/22 AP 12/01/21	0038109	WILKEN PROPERTIES, LLC	536.00			11/30/21
873				06/22 AP 12/01/21	0038094	PURDY PROPERTIES, LLC	896.00			11/30/21
873				06/22 AP 12/01/21	0038094	PURDY PROPERTIES, LLC	663.00			11/30/21
873				06/22 AP 12/01/21	0038055	D & J PROPERTIES	509.00			11/30/21
873				06/22 AP 12/01/21	0038055	D & J PROPERTIES	314.00			11/30/21
873				06/22 AP 12/01/21	0038055	D & J PROPERTIES	616.00			11/30/21
873				06/22 AP 12/01/21	0038055	D & J PROPERTIES	700.00			11/30/21
873				06/22 AP 12/01/21	0038055	D & J PROPERTIES	336.00			11/30/21
873				06/22 AP 12/01/21	0038054	CV PROPERTIES, LLC	509.00			11/30/21
873				06/22 AP 12/01/21	0038054	CV PROPERTIES, LLC	387.00			11/30/21
873				06/22 AP 12/01/21	0038100	STANDARD FAMILY ASSIST.LIVING	261.00			11/30/21
873				06/22 AP 12/01/21	0038045	CEDAR APARTMENTS LLC	409.00			11/30/21
873				06/22 AP 12/01/21	0038045	CEDAR APARTMENTS LLC	158.00			11/30/21
873				06/22 AP 12/01/21	0038071	HAUS TO HOME INVESTMENTS	285.00			11/30/21
873				06/22 AP 12/01/21	0038083	KYLER, DEBRA K.	302.00			11/30/21
873				06/22 AP 12/01/21	0038098	SCHUERMAN PROPERTIES, LLC	583.00			11/30/21
873				06/22 AP 12/01/21	0038098	SCHUERMAN PROPERTIES, LLC	835.00			11/30/21
873				06/22 AP 12/01/21	0038098	SCHUERMAN PROPERTIES, LLC	1,000.00			11/30/21
873				06/22 AP 12/01/21	0038102	SWEETING, LARRY	753.00			11/30/21
873				06/22 AP 12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	444.00			11/30/21
873				06/22 AP 12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	236.00			11/30/21
873				06/22 AP 12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	435.00			11/30/21
873				06/22 AP 12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	212.00			11/30/21
873				06/22 AP 12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	405.00			11/30/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	479.00			11/30/21
		HAP Hoth P 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	448.00			11/30/21
		HAP Stegen R 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	227.00			11/30/21
		HAP Stock M 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	495.00			11/30/21
		HAP Howe J 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	236.00			11/30/21
		HAP Wray M 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	223.00			11/30/21
		HAP Schlueter J 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	394.00			11/30/21
		HAP Hayden J 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	134.00			11/30/21
		HAP Brown J 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	150.00			11/30/21
		HAP Youngberg L 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	458.00			11/30/21
		HAP Shelton S 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	414.00			11/30/21
		HAP Greene L 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	171.00			11/30/21
		HAP Garvis C 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	257.00			11/30/21
		HAP Stevens R 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	280.00			11/30/21
		HAP Vognsen P 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	499.00			11/30/21
		HAP Graves D 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	422.00			11/30/21
		HAP Good S 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	368.00			11/30/21
		HAP Wright S 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	273.00			11/30/21
		HAP Ford M 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	497.00			11/30/21
		HAP Henning S 122021								
873		06/22 AP		12/01/21	0038104	THUNDER RIDGE SR.APARTMENTS L	114.00			11/30/21
		HAP Lenz J 122021								
873		06/22 AP		12/01/21	0038066	GLENN, MATTHEW	300.00			11/30/21
		HAP Clayton R 122021								
873		06/22 AP		12/01/21	0038105	VILLAGE I AT NINE23 APARTMENT	155.00			11/30/21
		HAP Dixon S 122021								
873		06/22 AP		12/01/21	0038105	VILLAGE I AT NINE23 APARTMENT	276.00			11/30/21
		HAP Porter J 122021								
873		06/22 AP		12/01/21	0038105	VILLAGE I AT NINE23 APARTMENT	237.00			11/30/21
		HAP Havlik C 122021								
873		06/22 AP		12/01/21	0038105	VILLAGE I AT NINE23 APARTMENT	680.00			11/30/21

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
						continued				
873					HAP Henderson D 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	258.00			11/30/21
873					HAP Aswegan J 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	422.00			11/30/21
873					HAP Temple S 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	428.00			11/30/21
873					HAP Gordon Jr. T 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	500.00			11/30/21
873					HAP Smith T 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	237.00			11/30/21
873					HAP Vaughn S 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	469.00			11/30/21
873					HAP Nelson B 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	435.00			11/30/21
873					HAP Redd A 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	287.00			11/30/21
873					HAP Ford D 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	116.00			11/30/21
873					HAP Duesenberg J 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	599.00			11/30/21
873					HAP Fry S 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	425.00			11/30/21
873					HAP Smith W 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	503.00			11/30/21
873					HAP Prior L 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	579.00			11/30/21
873					HAP Ducharme T 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	401.00			11/30/21
873					HAP Aswegan S 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	368.00			11/30/21
873					HAP Cameron J 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	705.00			11/30/21
873					HAP Ambrose A 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	454.00			11/30/21
873					HAP Swartley J 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	705.00			11/30/21
873					HAP Harper S 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	430.00			11/30/21
873					HAP Brandt D 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	454.00			11/30/21
873					HAP Moore D 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	327.00			11/30/21
873					HAP Greene D 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	226.00			11/30/21
873					HAP Bradley J 122021 06/22 AP 12/01/21 0038105	VILLAGE I AT NINE23 APARTMENT	536.00			11/30/21
873					HAP Clark T 122021 06/22 AP 12/01/21 0038046	CEDAR FALLS UTILITIES-SEC.8	22.00			11/30/21
Henderson 9651433829										

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				
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	38.00			11/30/21
		Gilmore 7082884787								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	28.00			11/30/21
		Mullins 9837918987								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	154.00			11/30/21
		Bracelly 9823574708								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	100.00			11/30/21
		Ambrose 9075028799								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	171.00			11/30/21
		Archer 7038175862								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	104.00			11/30/21
		Redd 1307731360								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	100.00			11/30/21
		Harper 8446710175								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	78.00			11/30/21
		BALM 4535924167								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	109.00			11/30/21
		Thrower 3864735810								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	37.00			11/30/21
		Rule 9816666531								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	124.00			11/30/21
		Ross 3100498948								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	111.00			11/30/21
		Jurries 7681775462								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	125.00			11/30/21
		Atkins 1050264405								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	88.00			11/30/21
		Keys 7930305447								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	217.00			11/30/21
		Wortham 2672688415								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	164.00			11/30/21
		Guzzle 7174748062								
873		06/22 AP		12/01/21	0038046	CEDAR FALLS UTILITIES-SEC.8	149.00			11/30/21
		Archer 9095290344								
873		06/22 AP		12/01/21	0038086	MALBEC PROPERTIES, LLC	416.00			11/30/21
		HAP Halterman A 122021								
873		06/22 AP		12/01/21	0038086	MALBEC PROPERTIES, LLC	441.00			11/30/21
		HAP Hepker D 122021								
873		06/22 AP		12/01/21	0038086	MALBEC PROPERTIES, LLC	224.00			11/30/21
		HAP Stevens B 122021								
873		06/22 AP		12/01/21	0038086	MALBEC PROPERTIES, LLC	375.00			11/30/21
		HAP Himes G 122021								
873		06/22 AP		12/01/21	0038086	MALBEC PROPERTIES, LLC	416.00			11/30/21
		HAP Smith T 122021								
873		06/22 AP		12/01/21	0038048	CHRISTOPHERSON RENTALS	470.00			11/30/21
		HAP Gregory L 122021								
873		06/22 AP		12/01/21	0038048	CHRISTOPHERSON RENTALS	596.00			11/30/21
		HAP Ricks F 122021								
873		06/22 AP		12/01/21	0038048	CHRISTOPHERSON RENTALS	410.00			11/30/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
873					HAP Hall T 122021	CHRISTOPHERSON RENTALS	477.00			11/30/21
					06/22 AP 12/01/21 0038048					
					HAP Sumerall T 122021	CHRISTOPHERSON RENTALS	253.00			11/30/21
873					06/22 AP 12/01/21 0038048					
					HAP Schwaab A 122021	CHRISTOPHERSON RENTALS	924.00			11/30/21
873					06/22 AP 12/01/21 0038048					
					HAP BRINER K 122021	CHRISTOPHERSON RENTALS	688.00			11/30/21
873					06/22 AP 12/01/21 0038048					
					HAP Hoffert J 122021	CHRISTOPHERSON RENTALS	533.00			11/30/21
873					06/22 AP 12/01/21 0038048					
					HAP Hunt M 122021	CHRISTOPHERSON RENTALS	319.00			11/30/21
873					06/22 AP 12/01/21 0038048					
					HAP Dyer A 122021	CHRISTOPHERSON RENTALS	654.00			11/30/21
873					06/22 AP 12/01/21 0038048					
					HAP Ross Z 122021	CHRISTOPHERSON RENTALS	234.00			11/30/21
873					06/22 AP 12/01/21 0038048					
					HAP Sherwood S 122021	CHRISTOPHERSON RENTALS	700.00			11/30/21
873					06/22 AP 12/01/21 0038048					
					HAP Keys A 122021	MELICK, KENT L.	579.00			11/30/21
873					06/22 AP 12/01/21 0038088					
					HAP Drewelow D 122021	PETERSEN, RANDEL	753.00			11/30/21
873					06/22 AP 12/01/21 0038093					
					HAP Brown S 122021	MHP 2216 LINCOLN STREET, LLC	459.00			11/30/21
873					06/22 AP 12/01/21 0038090					
					HAP Cochran S 122021	MHP 2216 LINCOLN STREET, LLC	470.00			11/30/21
873					06/22 AP 12/01/21 0038090					
					HAP Malone S 122021	MHP 2216 LINCOLN STREET, LLC	348.00			11/30/21
873					06/22 AP 12/01/21 0038090					
					HAP Jones T 122021	MHP 2216 LINCOLN STREET, LLC	575.00			11/30/21
873					06/22 AP 12/01/21 0038090					
					HAP Rule S 122021	MHP 2216 LINCOLN STREET, LLC	460.00			11/30/21
873					06/22 AP 12/01/21 0038090					
					HAP Wilder S 122021	EPM IOWA	555.00			11/30/21
873					06/22 AP 12/01/21 0038059					
					HAP Thompson T 122021	EPM IOWA	351.00			11/30/21
873					06/22 AP 12/01/21 0038059					
					HAP Frisch K 122021	DC MANAGEMENT, LLC	480.00			11/30/21
873					06/22 AP 12/01/21 0038056					
					HAP White M 122021	KROEMER, KRAIG	366.00			11/30/21
873					06/22 AP 12/01/21 0038082					
					HAP Currie L 122021	LEGACY RESIDENTIAL	291.00			11/30/21
873					06/22 AP 12/01/21 0038085					
					HAP Jordan L 122021	ARENDS INVESTMENTS	1,100.00			11/30/21
873					06/22 AP 12/01/21 0038039					
					HAP Wortham W 122021	OWL INVESTMENTS, LLC	509.00			11/30/21
873					06/22 AP 12/01/21 0038091					
					HAP Schroeder S 122021	CRESCENT CONDOMINIUMS, LLC	435.00			11/30/21
873					06/22 AP 12/01/21 0038053					
					HAP Lohr K 122021					

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				
873		06/22 AP		12/01/21	0038070	HARRINGTON'S RENTAL LLC	830.00			11/30/21
		HAP Larronda E 122021								
873		06/22 AP		12/01/21	0038061	FERNHOLZ, KARI L.	1,041.00			11/30/21
		HAP Carlton D 122021								
873		06/22 AP		12/01/21	0038097	ROGERS, DERICK	805.00			11/30/21
		HAP Sherwood J 122021								
873		06/22 AP		12/01/21	0038097	ROGERS, DERICK	1,217.00			11/30/21
		HAP Santiago-Lebro 122021								
873		06/22 AP		12/01/21	0038077	KAI, BRENT	278.00			11/30/21
		HAP Hamilton T 122021								
873		06/22 AP		12/01/21	0038099	STAND FIRM PROPERTIES LLC	399.00			11/30/21
		HAP Hodge G 122021								
873		06/22 AP		12/01/21	0038111	WYMORE, LARRY R.	532.00			11/30/21
		HAP MOFFETT J 122021								
873		06/22 AP		12/01/21	0038110	WINGSB, LLC	737.00			11/30/21
		HAP Johnson A 122021								
873		06/22 AP		12/01/21	0038076	JLL EXTENDED STAY INN	191.00			11/30/21
		HAP Zanders D 122021								
873		06/22 AP		12/01/21	0038076	JLL EXTENDED STAY INN	319.00			11/30/21
		HAP Moore E 122021								
873		06/22 AP		12/01/21	0038084	LARSEN RENTALS LLC	507.00			11/30/21
		HAP Grisby C 122021								
873		06/22 AP		12/01/21	0038084	LARSEN RENTALS LLC	484.00			11/30/21
		HAP Boyd J 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	319.00			11/30/21
		HAP Saccento J 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	333.00			11/30/21
		HAP Harmon A 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	430.00			11/30/21
		HAP Harken G 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	329.00			11/30/21
		HAP Dzapo S 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	430.00			11/30/21
		HAP Loffredo C 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	664.00			11/30/21
		HAP Miller K 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	424.00			11/30/21
		HAP Haug K 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	479.00			11/30/21
		HAP Forney A 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	245.00			11/30/21
		HAP Lane S 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	365.00			11/30/21
		HAP Wilson J 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	215.00			11/30/21
		HAP Rogers E 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	705.00			11/30/21
		HAP Mullins J 122021								
873		06/22 AP		12/01/21	0038106	VILLAGE II AT NINE23 APARTMEN	423.00			11/30/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
						continued				
873					HAP_Cruise B 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	461.00			11/30/21
873					HAP_Garrigus S 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	424.00			11/30/21
873					HAP_Billman D 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	610.00			11/30/21
873					HAP_Wilson S 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	379.00			11/30/21
873					HAP_O'Brien N 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	500.00			11/30/21
873					HAP_Reams L 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	189.00			11/30/21
873					HAP_Hoodjer S 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	332.00			11/30/21
873					HAP_Frazier T 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	424.00			11/30/21
873					HAP_Lam K 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	109.00			11/30/21
873					HAP_Kline J 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	285.00			11/30/21
873					HAP_O'dell J 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	436.00			11/30/21
873					HAP_Humphrey E 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	158.00			11/30/21
873					HAP_Humphrey J 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	380.00			11/30/21
873					HAP_Wiedow C 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	580.00			11/30/21
873					HAP_BALM D 122021 06/22 AP 12/01/21 0038106	VILLAGE II AT NINE23 APARTMEN	639.00			11/30/21
873					HAP_Nielsen J 122021 06/22 AP 12/01/21 0038078	KLEIN, JULIE	219.00			11/30/21
873					HAP_Stover A 122021 06/22 AP 12/01/21 0038072	HOUSING AUTHORITY OF JOLIET	1,960.00			11/30/21
873					HAP_Payne I 122021 06/22 AP 12/01/21 0038072	HOUSING AUTHORITY OF JOLIET	1,066.00			11/30/21
873					HAP_Wilson Q 122021 06/22 AP 12/01/21 0038073	HOWARD, BRAD	1,000.00			11/30/21
873					HAP_Thrower M 122021 06/22 AP 12/01/21 0038081	KREMER PROPERTIES LLC	422.00			11/30/21
873					HAP_Mulanax W 122021 06/22 AP 12/01/21 0038064	GEMINI PROPERTIES, LLC	1,085.00			11/30/21
873					HAP_Gilmore A 122021 06/22 AP 12/01/21 0038080	KRAAYENBRINK, RANDY L.	715.00			11/30/21
873					HAP_Maltas M 122021 06/22 AP 12/01/21 0038080	KRAAYENBRINK, RANDY L.	654.00			11/30/21
873					HAP_Cafferty M 122021 06/22 AP 12/01/21 0038080	KRAAYENBRINK, RANDY L.	757.00			11/30/21
					HAP_Ewing J 122021					

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT ----	
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
873		06/22	AP	12/01/21	0038050	CMY PROPERTIES, LLC	591.00		11/30/21	
		HAP Garcia K 122021								
873		06/22	AP	12/01/21	0038051	CNC INVESTMENTS, LLC	985.00		11/30/21	
		HAP Carrillo D 122021								
873		06/22	AP	12/01/21	0038095	R & R RENTAL PROPERTIES, LLC	286.00		11/30/21	
		HAP Gordon A 122021								
873		06/22	AP	12/01/21	0038043	BUTLER, MICHAEL	509.00		11/30/21	
		HAP Cochran C 122021								
873		06/22	AP	12/01/21	0038074	HUNTER PROPERTY LLC	768.00		11/30/21	
		HAP Thompson L 122021								
873		06/22	AP	12/01/21	0038069	HAGEDORN, JEREMIAH	778.00		11/30/21	
		HAP Gottfried L 122021								
873		06/22	AP	12/01/21	0038101	SUNRISE PROPERTIES LLC	609.00		11/30/21	
		HAP Lake L 122021								
873		06/22	AP	12/01/21	0038079	KOG PROPERTIES LLC	1,225.00		11/30/21	
		HAP Atkins T 122021								
873		06/22	AP	12/01/21	0038079	KOG PROPERTIES LLC	1,300.00		11/30/21	
		HAP Archer A 122021								
873		06/22	AP	12/01/21	0038068	GOV, LLC	1,000.00		11/30/21	
		HAP Guzzle T 122021								
873		06/22	AP	12/01/21	0038092	PAULSON, JAMES	153.00		11/30/21	
		HAP Gordon L 122021								
873		06/22	AP	12/01/21	0038092	PAULSON, JAMES	347.00		11/30/21	
		HAP Topping R 122021								
873		06/22	AP	12/01/21	0038058	ELMCREST ESTATES, L.C.	436.00		11/30/21	
		HAP Davis D 122021								
873		06/22	AP	12/01/21	0038087	MCKERNAN, JAMES M.	587.00		11/30/21	
		HAP Buchanan J 122021								
873		06/22	AP	12/01/21	0038087	MCKERNAN, JAMES M.	698.00		11/30/21	
		HAP Porter R 122021								
873		06/22	AP	12/01/21	0038062	G P MANAGEMENT LLC	403.00		11/30/21	
		HAP Wenzel J 122021								
873		06/22	AP	12/01/21	0038103	T.J.J.C. L.L.C.	282.00		11/30/21	
		HAP Dornbrock M 122021								
873		06/22	AP	12/01/21	0038103	T.J.J.C. L.L.C.	222.00		11/30/21	
		HAP Hornback K 122021								
873		06/22	AP	12/01/21	0038103	T.J.J.C. L.L.C.	675.00		11/30/21	
		HAP Bracelly J 122021								
873		06/22	AP	12/01/21	0038065	GERDES III, BENJAMIN P.	279.00		11/30/21	
		HAP Alessi S 122021								
873		06/22	AP	12/01/21	0038065	GERDES III, BENJAMIN P.	596.00		11/30/21	
		HAP Sherwood D 122021								
873		06/22	AP	12/01/21	0038065	GERDES III, BENJAMIN P.	756.00		11/30/21	
		HAP Apfel A 122021								
873		06/22	AP	12/01/21	0038075	J & A PROPERTIES	866.00		11/30/21	
		HAP Lowe L 122021								
873		06/22	AP	12/01/21	0038041	BARTELT RENTALS L.C.	475.00		11/30/21	
		HAP Luck J 122021								
873		06/22	AP	12/01/21	0038041	BARTELT RENTALS L.C.	850.00		11/30/21	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
873				06/22 AP 12/01/21	0038044	C & H HOLDINGS LLC	798.00			11/30/21
						HAP_Woods N 122021				
						HAP_Ross S 122021				
ACCOUNT TOTAL							102,208.00	.00	102,208.00	
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
873				06/22 AP 12/01/21	0038052	COOK CO.HOUSING AUTHORITY	34.16			11/30/21
						AF_Goldstein K 122021				
873				06/22 AP 12/01/21	0038072	HOUSING AUTHORITY OF JOLIET	37.70			11/30/21
						AF_Payne I 122021				
873				06/22 AP 12/01/21	0038072	HOUSING AUTHORITY OF JOLIET	48.79			11/30/21
						AF_Wilson Q 122021				
ACCOUNT TOTAL							120.65	.00	120.65	
FUND TOTAL							102,328.65	.00	102,328.65	
FUND 223 COMMUNITY BLOCK GRANT										
223-2234-432.89-50 MISCELLANEOUS SERVICES / HOUSING REHAB.										
921				06/22 AP 12/06/21	0004695	TOJO CONSTRUCTION	7,153.00			12/07/21
						CARES ACT REHAB/HOME RPR. 700 W. RIDGEWAY, LOT 855				
PROJECT#: 022351										
ACCOUNT TOTAL							7,153.00	.00	7,153.00	
FUND TOTAL							7,153.00	.00	7,153.00	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
757				05/22 AP 11/18/21	0005919	ISOLVED BENEFIT SERVICES, INC	.62			12/02/21
						HEALTH INS. REIMBURSEMENT				
ACCOUNT TOTAL							.62	.00	.62	
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
757				05/22 AP 11/02/21	0005927	PROFESSIONAL SOLUTIONS	2.11			12/02/21
						OCTOBER CREDIT CARD FEES				
ACCOUNT TOTAL							2.11	.00	2.11	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 254 CABLE TV FUND									
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
	947	06/22 AP		12/09/21	0396499	DEWITT, JASON	100.00		12/13/21
						STACKHOUSE CHRISTMAS CAMERA OPERATOR			
	929	06/22 AP		12/07/21	0396487	LONGNECKER, JEREMIAH ANNOUNCER	100.00		12/09/21
						CF GIRLS BB-CR KENNEDY			
PROJECT#:					759				
	929	06/22 AP		12/07/21	0396489	SIMPSON, MARK ANNOUNCER	120.00		12/09/21
						CF GIRLS BB-CR KENNEDY			
PROJECT#:					759				
	929	06/22 AP		12/07/21	0396485	DEWITT, JASON CAMERA OPERATOR	90.00		12/09/21
						CF GIRLS BB-CR KENNEDY			
PROJECT#:					759				
	929	06/22 AP		12/07/21	0396481	BENSON, ERIC CAMERA OPERATOR	85.00		12/09/21
						CF GIRLS BB-CR KENNEDY			
PROJECT#:					759				
	929	06/22 AP		12/07/21	0396491	THORN, KEVIN CAMERA OPERATOR	85.00		12/09/21
						CF GIRLS BB-CR KENNEDY			
PROJECT#:					759				
	929	06/22 AP		12/07/21	0396490	STOW, CHRISTIAN CAMERA OPERATOR	90.00		12/09/21
						CF GIRLS BB-CR KENNEDY			
PROJECT#:					759				
	921	06/22 AP		12/05/21	0396476	DEWITT, JASON CAMERA OPERATOR	170.00		12/07/21
						UNI MEN'S BB-RICHMOND			
PROJECT#:					756				
	921	06/22 AP		12/05/21	0396474	BENSON, ERIC CAMERA OPERATOR	170.00		12/07/21
						UNI MEN'S BB-RICHMOND			
PROJECT#:					756				
	921	06/22 AP		12/05/21	0396480	SURMA, JOSEPH EDWARD CAMERA OPERATOR	170.00		12/07/21
						UNI MEN'S BB-RICHMOND			
PROJECT#:					756				
	921	06/22 AP		12/05/21	0396479	REITER, ANTON WILLIAM CAMERA OPERATOR	150.00		12/07/21
						UNI MEN'S BB-RICHMOND			
PROJECT#:					756				
	886	06/22 AP		11/30/21	0396431	DEWITT, JASON CAMERA OPERATOR	90.00		12/01/21
						CF BOYS SWIMMING-LINN-MAR			
PROJECT#:					759				
	886	06/22 AP		11/30/21	0396436	THORN, KEVIN CAMERA OPERATOR	90.00		12/01/21
						CF BOYS SWIMMING-LINN-MAR			
PROJECT#:					759				
	886	06/22 AP		11/30/21	0396435	STOW, CHRISTIAN CAMERA OPERATOR	90.00		12/01/21
						CF BOYS SWIMMING-LINN-MAR			
PROJECT#:					759				
	886	06/22 AP		11/30/21	0396428	BENSON, ERIC CAMERA OPERATOR	90.00		12/01/21
						CF BOYS SWIMMING-LINN-MAR			
PROJECT#:					759				
	899	06/22 AP		11/30/21	0396469	BOBELDYK, MICHAEL JOHN ANNOUNCER	100.00		12/03/21
						CF BOYS SWIMMING-LINN-MAR			
PROJECT#:					759				
	899	06/22 AP		11/30/21	0396471	ENGEL, JEFF ANNOUNCER	100.00		12/03/21
						CF BOYS SWIMMING-LINN-MAR			

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 254 CABLE TV FUND									
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued			
PROJECT#: 759									
886		06/22 AP		11/29/21	0396428	BENSON, ERIC	200.00		12/01/21
						CAMERA OPERATOR			
PROJECT#: 759									
886		06/22 AP		11/29/21	0396431	DEWITT, JASON	200.00		12/01/21
						CAMERA OPERATOR			
PROJECT#: 759									
886		06/22 AP		11/29/21	0396433	LONGNECKER, JEREMIAH	200.00		12/01/21
						ANNOUNCER			
PROJECT#: 759									
886		06/22 AP		11/29/21	0396434	SIMPSON, MARK	200.00		12/01/21
						ANNOUNCER			
PROJECT#: 759									
ACCOUNT TOTAL							2,690.00	.00	2,690.00
FUND TOTAL							2,692.73	.00	2,692.73
FUND 258 PARKING FUND									
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
929		06/22 AP		12/08/21	0396482	BRUCE LEE JENSEN	35.00		12/09/21
REFUND-PRKG. OVERPAYMENT						LRJ1995			
886		06/22 AP		11/29/21	0396432	EMMA CARR	20.00		12/01/21
REFUND-PARKING PERMIT						#22N-2281852035			
757		05/22 AP		11/02/21	0005938	PROFESSIONAL SOLUTIONS	304.13		12/02/21
OCTOBER CREDIT CARD FEES									
757		05/22 AP		11/02/21	0005923	PROFESSIONAL SOLUTIONS	66.67		12/02/21
OCTOBER CREDIT CARD FEES									
757		05/22 AP		11/02/21	0005924	PROFESSIONAL SOLUTIONS	365.24		12/02/21
OCTOBER CREDIT CARD FEES									
757		05/22 AP		11/02/21	0005927	PROFESSIONAL SOLUTIONS	29.18		12/02/21
OCTOBER CREDIT CARD FEES									
ACCOUNT TOTAL							820.22	.00	820.22
FUND TOTAL							820.22	.00	820.22
FUND 261 TOURISM & VISITORS									
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
757		05/22 AP		11/02/21	0005931	PROFESSIONAL SOLUTIONS	28.12		12/02/21
OCTOBER CREDIT CARD FEES									
ACCOUNT TOTAL							28.12	.00	28.12

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.85-01						UTILITIES / UTILITIES				
899		06/22 AP		11/15/21	0396470	CEDAR FALLS UTILITIES	77.05			12/03/21
						UTILITIES THRU 11/15/21				
						ACCOUNT TOTAL	77.05	.00	77.05	
						FUND TOTAL	105.17	.00	105.17	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.87-01						RENTALS / RENTALS				
929		06/22 AP		12/07/21	0396483	COMMUNITY MAIN STREET	250.00			12/09/21
						REFUND-SECURITY DEPOSIT				
886		06/22 AP		11/29/21	0396430	CHRISTIAN BAUMGARTNER	90.00			12/01/21
						OFFICER FEE FOR RENTAL				
						ACCOUNT TOTAL	340.00	.00	340.00	
						FUND TOTAL	340.00	.00	340.00	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
292-5521-415.54-01						WORKERS COMP / POLICE WORKERS COMP				
757		05/22 AP		11/17/21	0005903	EMC RISK SERVICES, LLC	225.00			12/02/21
						WORKER COMP-POLICE ADMIN				
						ACCOUNT TOTAL	225.00	.00	225.00	
						FUND TOTAL	225.00	.00	225.00	
FUND 293 FIRE RETIREMENT FUND										
293-4511-414.54-02						WORKERS COMP / FIRE WORKERS COMP				
757		05/22 AP		11/17/21	0005903	EMC RISK SERVICES, LLC	225.00			12/02/21
						WORKER COMP-FIRE ADMIN				
						ACCOUNT TOTAL	225.00	.00	225.00	
						FUND TOTAL	225.00	.00	225.00	

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 294	LIBRARY RESERVE								
FUND 295	SOFTBALL PLAYER CAPITAL								
FUND 296	GOLF CAPITAL								
FUND 297	REC FACILITIES CAPITAL								
FUND 298	HEARST CAPITAL								
FUND 311	DEBT SERVICE FUND								
FUND 402	WASHINGTON PARK FUND								
FUND 404	FEMA								
FUND 405	FLOOD RESERVE FUND								
FUND 407	VISION IOWA PROJECT								
FUND 408	STREET IMPROVEMENT FUND								
FUND 410	CORONAVIRUS LOCAL RELIEF								
FUND 430	2004 TIF BOND								
FUND 431	2014 BOND								
FUND 432	2003 BOND								
FUND 433	2001 TIF								
FUND 434	2000 BOND								
FUND 435	1999 TIF								
FUND 436	2012 BOND								
FUND 437	2018 BOND								
FUND 438	2020 BOND FUND								
438-1220-431.98-23	CAPITAL PROJECTS / GREENHILL RD & S MAIN INT								
947	06/22	AP	12/10/21	0396494		BLACK HAWK CO.RECORDER	22.00		12/13/21
					3228-GREENHILL/S.MAIN INT	TEMP.EASE.-LILIAN SESMAN			
PROJECT#:	023228								
947	06/22	AP	12/10/21	0396494		BLACK HAWK CO.RECORDER	22.00		12/13/21
					3228-GREENHILL/S.MAIN INT	TEMP.EASE.-GARY WILSON			
PROJECT#:	023228								
947	06/22	AP	12/10/21	0396494		BLACK HAWK CO.RECORDER	22.00		12/13/21
					3228-GREENHILL/S.MAIN INT	TEMP.EASE-MICHAEL WHEATON			
PROJECT#:	023228								
ACCOUNT TOTAL							66.00	.00	66.00
FUND TOTAL							66.00	.00	66.00
FUND 439	2008 BOND FUND								
FUND 443	CAPITAL PROJECTS								
FUND 472	PARKADE RENOVATION								
FUND 473	SIDEWALK ASSESSMENT								
FUND 483	ECONOMIC DEVELOPMENT								
FUND 484	ECONOMIC DEVELOPMENT LAND								
FUND 541	2018 STORM WATER BONDS								
FUND 544	2008 SEWER BONDS								

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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										
757		05/22 AP		11/10/21	0005914	IOWA DEPT.OF REVENUE	196.41			12/02/21
						SEMI MONTHLY SALES TAX				
						COMMERCIAL GARBAGE A/R				
ACCOUNT TOTAL							196.41	.00	196.41	
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
757		05/22 AP		11/02/21	0005934	PROFESSIONAL SOLUTIONS	567.27			12/02/21
						OCTOBER CREDIT CARD FEES				
757		05/22 AP		11/02/21	0005927	PROFESSIONAL SOLUTIONS	32.51			12/02/21
						OCTOBER CREDIT CARD FEES				
ACCOUNT TOTAL							599.78	.00	599.78	
551-6685-436.85-01 UTILITIES / UTILITIES										
899		06/22 AP		11/15/21	0396470	CEDAR FALLS UTILITIES	43.71			12/03/21
						UTILITIES THRU 11/15/21				
ACCOUNT TOTAL							43.71	.00	43.71	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
921		06/22 AP		11/30/21	0396475	BLACK HAWK CO.LANDFILL	21,263.20			12/07/21
						LANDFILL SRV:11/16-11/30				
						11/16-11/30/21				
ACCOUNT TOTAL							21,263.20	.00	21,263.20	
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
757		05/22 AP		11/23/21	0005915	IOWA DEPT.OF REVENUE	77.49			12/02/21
						SEMI MONTHLY SALES TAX				
						COMMERCIAL GARBAGE				
757		05/22 AP		11/10/21	0005914	IOWA DEPT.OF REVENUE	76.84			12/02/21
						SEMI MONTHLY SALES TAX				
						COMMERCIAL GARBAGE				
ACCOUNT TOTAL							154.33	.00	154.33	
FUND TOTAL							22,257.43	.00	22,257.43	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6655-436.85-01						UTILITIES / UTILITIES				
899		06/22 AP		11/15/21	0396470	CEDAR FALLS UTILITIES	3,783.06			12/03/21
						UTILITIES THRU 11/15/21				
						ACCOUNT TOTAL	3,783.06	.00	3,783.06	
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
757		05/22 AP		11/18/21	0005919	ISOLVED BENEFIT SERVICES, INC	79.32			12/02/21
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	79.32	.00	79.32	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
921		06/22 AP		11/30/21	0396475	BLACK HAWK CO.LANDFILL	54.50			12/07/21
						LANDFILL SRV:11/16-11/30				
						11/16-11/30/21				
						ACCOUNT TOTAL	54.50	.00	54.50	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
757		05/22 AP		11/23/21	0005915	IOWA DEPT.OF REVENUE	1,910.24			12/02/21
						SEMI MONTHLY SALES TAX				
757		05/22 AP		11/10/21	0005914	IOWA DEPT.OF REVENUE	7,875.39			12/02/21
						SEMI MONTHLY SALES TAX				
						ACCOUNT TOTAL	9,785.63	.00	9,785.63	
						FUND TOTAL	13,702.51	.00	13,702.51	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT				
947		06/22 AP		12/01/21	0396497	CENTURYLINK	71.09			12/13/21
						CITY PHONE SERV.-DEC'21				
886		06/22 AP		11/19/21	0396438	VERIZON WIRELESS	1,440.94			12/01/21
						WIRELESS SRV:11/20-12/19				
						11/20-12/19/21				
886		06/22 AP		11/06/21	0396437	U.S. CELLULAR	2,510.35			12/01/21
						WIRELESS SRV:11/6-12/5/21				
						ACCOUNT TOTAL	4,022.38	.00	4,022.38	
						FUND TOTAL	4,022.38	.00	4,022.38	

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
757		05/22 AP		11/29/21	0005908	EXPRESS SCRIPTS, INC.	27,060.04		12/02/21	
		RX CLAIMS PROCESSING								
757		05/22 AP		11/29/21	0005946	WELLMARK IOWA	47,558.40		12/02/21	
		HEALTH CLAIMS PROCESSING								
757		05/22 AP		11/24/21	0005947	WEX HEALTH, INC.	124.40		12/02/21	
		COBRA MONTHLY ADMIN FEE								
757		05/22 AP		11/22/21	0005907	EXPRESS SCRIPTS, INC.	35,530.49		12/02/21	
		RX CLAIMS PROCESSING								
757		05/22 AP		11/19/21	0005945	WELLMARK IOWA	53,923.51		12/02/21	
		HEALTH CLAIMS PROCESSING								
757		05/22 AP		11/15/21	0005906	EXPRESS SCRIPTS, INC.	21,261.05		12/02/21	
		RX CLAIMS PROCESSING								
757		05/22 AP		11/15/21	0005944	WELLMARK IOWA	51,448.92		12/02/21	
		HEALTH CLAIMS PROCESSING								
757		05/22 AP		11/08/21	0005905	EXPRESS SCRIPTS, INC.	10,488.74		12/02/21	
		RX CLAIMS PROCESSING								
757		05/22 AP		11/02/21	0005943	WELLMARK IOWA	53,123.56		12/02/21	
		HEALTH CLAIMS PROCESSING								
757		05/22 AP		11/01/21	0005904	EXPRESS SCRIPTS, INC.	12,504.19		12/02/21	
		RX CLAIMS PROCESSING								
		ACCOUNT TOTAL						313,023.30	.00	313,023.30
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
757		05/22 AP		11/01/21	0005902	DELTA DENTAL OF IOWA	7,516.08		12/02/21	
		NOVEMBER 2021 DENTAL								
		ACCOUNT TOTAL						7,516.08	.00	7,516.08
		FUND TOTAL						320,539.38	.00	320,539.38
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
929		06/22 AP		12/07/21	0396488	REGENOLD, SHARON K.	261.17		12/09/21	
		RMB:OCT.2021 HEALTH SEV.								
		ACCOUNT TOTAL						261.17	.00	261.17
		FUND TOTAL						261.17	.00	261.17

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION 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										
757		05/22 AP		11/22/21	0005940	UNITED STATES TREASURY	63,651.66			12/02/21
						FEDERAL WITHHOLDING TAX				11/19/21 PAYROLL
757		05/22 AP		11/08/21	0005939	UNITED STATES TREASURY	63,711.45			12/02/21
						FEDERAL WITHHOLDING TAX				11/05/21 PAYROLL
ACCOUNT TOTAL							127,363.11	.00		127,363.11
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
757		05/22 AP		11/22/21	0005916	IOWA DEPT.OF REVENUE	27,239.50			12/02/21
						STATE WITHHOLDING TAX				11/19/21 PAYROLL
757		05/22 AP		11/05/21	0005913	IOWA DEPT.OF REVENUE	27,156.80			12/02/21
						STATE WITHHOLDING TAX				11/05/21 PAYROLL
ACCOUNT TOTAL							54,396.30	.00		54,396.30
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
757		05/22 AP		11/22/21	0005940	UNITED STATES TREASURY	71,301.24			12/02/21
						SS & MQGE/MEDICARE TAX				11/19/21 PAYROLL
757		05/22 AP		11/08/21	0005939	UNITED STATES TREASURY	72,804.66			12/02/21
						SS & MQGE/MEDICARE TAX				11/05/21 PAYROLL
ACCOUNT TOTAL							144,105.90	.00		144,105.90
686-0000-222.04-00 PAYROLL LIABILITY / IPERS										
757		05/22 AP		11/23/21	0005912	I.P.E.R.S.	138,178.90			12/02/21
						IPERS NOVEMBER 2021				
ACCOUNT TOTAL							138,178.90	.00		138,178.90
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
757		05/22 AP		11/22/21	0005900	COLLECTION SERVICES CENTER	653.39			12/02/21
						CHILD SUPPORT PAYMENTS				11/19/21 PAYROLL
757		05/22 AP		11/19/21	0005920	ISOLVED BENEFIT SERVICES, INC	7,453.31			12/02/21
						CAFETERIA PLAN				11/19/21 PAYROLL
757		05/22 AP		11/17/21	0005942	VOYA FINANCIAL	8,630.00			12/02/21
						EMPLOYEE 457 CONTRIBUTION				11/19/21 PAYROLL
757		05/22 AP		11/09/21	0005941	VOYA FINANCIAL	8,630.00			12/02/21
						EMPLOYEE 457 CONTRIBUTION				11/05/21 PAYROLL
757		05/22 AP		11/08/21	0005899	COLLECTION SERVICES CENTER	653.39			12/02/21
						CHILD SUPPORT PAYMENTS				11/05/21 PAYROLL
757		05/22 AP		11/05/21	0005917	ISOLVED BENEFIT SERVICES, INC	7,378.31			12/02/21
						CAFETERIA PLAN				11/05/21 PAYROLL
ACCOUNT TOTAL							33,398.40	.00		33,398.40

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 686 PAYROLL FUND										
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT										
757		05/22 AP		11/23/21	0005922	MUNICIPAL FIRE & POLICE RETIR MFPRSI RETIREMENT	161,274.57			12/02/21
ACCOUNT TOTAL							161,274.57	.00	161,274.57	
FUND TOTAL							658,717.18	.00	658,717.18	
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
757		05/22 AP		11/17/21	0005903	EMC RISK SERVICES, LLC	450.00			12/02/21
757		05/22 AP		11/17/21	0005903	WORKER COMP ADMIN FEE EMC RISK SERVICES, LLC	1,290.95			12/02/21
ACCOUNT TOTAL							1,740.95	.00	1,740.95	
FUND TOTAL							1,740.95	.00	1,740.95	
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
757		05/22 AP		11/17/21	0005903	EMC RISK SERVICES, LLC	1,195.50			12/02/21
757		05/22 AP		11/17/21	0005903	LIABILITY CLAIM EMC RISK SERVICES, LLC	18,433.20			12/02/21
ACCOUNT TOTAL							19,628.70	.00	19,628.70	
FUND TOTAL							19,628.70	.00	19,628.70	
FUND 724 TRUST & AGENCY										
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND										
947		06/22 AP		12/10/21	0396500	GENERAL FUND	68,918.33			12/13/21
ACCOUNT TOTAL							68,918.33	.00	68,918.33	
FUND TOTAL							68,918.33	.00	68,918.33	

PREPARED 12/14/2021, 10:12:51  
PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 727						GREENWOOD CEMETERY P-CARE			
FUND 728						FAIRVIEW CEMETERY P-CARE			
FUND 729						HILLSIDE CEMETERY P-CARE			
FUND 790						FLOOD LEVY			
GRAND TOTAL							1,634,816.81	.00	1,634,816.81

# Council Invoices for Council Meeting 12/20/21

PREPARED 12/14/2021, 10:07:48  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 05/2022

Item 28.

GROUP	PO	ACCTG	-----TRANSACTION-----	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD DATE NUMBER DESCRIPTION			POST DT
FUND 101 GENERAL FUND						
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						
928	06/22 AP	11/30/21	0000000 OFFICE EXPRESS OFFICE PRODUCT	.63		12/14/21
			CALC.RIBBON			
928	06/22 AP	11/29/21	0000000 OFFICE EXPRESS OFFICE PRODUCT	.70		12/14/21
			CORRECTION TAPE			
928	06/22 AP	11/29/21	0000000 OFFICE EXPRESS OFFICE PRODUCT	23.81		12/14/21
			COPY PAPER			
			8-1/2X11 & 11X17			
908	06/22 AP	10/29/21	0138853 US BANK	49.99		12/08/21
			AMZN MKTP US*U58L96GO3			
			DIGITAL RECORDER			
949	06/22 AP	09/21/21	0000000 PARKADE PRINTER, INC.	72.27		12/14/21
			#9 WINDOW ENVELOPES			
			ACCOUNT TOTAL	147.40	.00	147.40
101-1008-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						
908	06/22 AP	10/25/21	0138853 US BANK	38.50		12/08/21
			ROAD RANGER #144			
908	06/22 AP	10/22/21	0138853 US BANK	15.64		12/08/21
			FRANCIES			
			MEAL:IMFOA-KERR			
			ACCOUNT TOTAL	54.14	.00	54.14
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						
949	06/22 AP	12/03/21	0000000 SHRED-IT USA	104.76		12/14/21
			ON-SITE DOC. DESTRUCTION			
			TICKETS 82119892,82492350			
			ACCOUNT TOTAL	104.76	.00	104.76
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						
928	06/22 AP	11/30/21	0000000 OFFICE EXPRESS OFFICE PRODUCT	.19		12/14/21
			CALC.RIBBON			
928	06/22 AP	11/29/21	0000000 OFFICE EXPRESS OFFICE PRODUCT	.22		12/14/21
			CORRECTION TAPE			
928	06/22 AP	11/29/21	0000000 OFFICE EXPRESS OFFICE PRODUCT	7.95		12/14/21
			COPY PAPER			
			8-1/2X11 & 11X17			
908	06/22 AP	11/19/21	0138853 US BANK	159.00		12/08/21
			GOVERNMENT FINANCE OFFIC			
			GAAFR 2020 EDITION			
			ACCOUNT TOTAL	167.36	.00	167.36
101-1026-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						
908	06/22 AP	10/22/21	0138853 US BANK	15.64		12/08/21
			FRANCIES			
			MEAL:IMFOA-RODENBECK			
			ACCOUNT TOTAL	15.64	.00	15.64

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
928		06/22 AP		11/30/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.64			12/14/21	
		CALC.RIBBON									
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.73			12/14/21	
		CORRECTION TAPE									
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	31.78			12/14/21	
		COPY PAPER									
928		06/22 AP		11/08/21	0000000	PTM DOCUMENT SYSTEMS, INC.	202.08			12/14/21	
		W-2 FORMS,1099 & W-2 ENV.									
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	154.15			12/14/21	
		#9 WINDOW ENVELOPES									
		ACCOUNT TOTAL						389.38	.00	389.38	
101-1028-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
908		06/22 AP		10/22/21	0138853	US BANK	31.29			12/08/21	
		FRANCIES MEAL:IMFOA-ROEDING,KOCKLR									
		ACCOUNT TOTAL						31.29	.00	31.29	
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
908		06/22 AP		10/27/21	0138853	US BANK	135.00			12/08/21	
		GOVERNMENT FINANCE OFFIC REG:GAAP UPDATE-KOCKLER									
		ACCOUNT TOTAL						135.00	.00	135.00	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
928		06/22 AP		11/30/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.19			12/14/21	
		CALC.RIBBON									
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.22			12/14/21	
		CORRECTION TAPE									
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	31.78			12/14/21	
		COPY PAPER									
		ACCOUNT TOTAL						32.19	.00	32.19	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION											
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.18			12/14/21	
		COPY PAPER									
		ACCOUNT TOTAL						3.18	.00	3.18	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES											
928		06/22 AP		12/10/21	0000000	CEDAR VALLEY SAVER, INC.	75.00			12/14/21	
		JOB AD:FACILITY ASSISTANT									
		ACCOUNT TOTAL						75.00	.00	75.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				continued
928		06/22 AP		12/10/21	0000000	CEDAR VALLEY SAVER, INC.	75.00			12/14/21
						JOB AD:LIBRARY ASSISTANT				
						12/9/21 DISPLAY/WEB ADS				
928		06/22 AP		11/28/21	0000000	COURIER COMMUNICATIONS-ADVERT	13.00			12/14/21
						JOB AD:ADMIN SUPERVISOR				
						COURIER				
928		06/22 AP		11/26/21	0000000	COURIER COMMUNICATIONS-ADVERT	13.00			12/14/21
						JOB AD:ADMIN SUPERVISOR				
						COURIER				
928		06/22 AP		11/25/21	0000000	COURIER COMMUNICATIONS-ADVERT	13.00			12/14/21
						JOB AD:ADMIN SUPERVISOR				
						COURIER				
928		06/22 AP		11/22/21	0000000	COURIER COMMUNICATIONS-ADVERT	39.00			12/14/21
						SEARCH BOOST				
						ONLINE				
928		06/22 AP		11/21/21	0000000	COURIER COMMUNICATIONS-ADVERT	13.00			12/14/21
						JOB AD:ADMIN SUPERVISOR				
						COURIER				
928		06/22 AP		11/17/21	0000000	COURIER COMMUNICATIONS-ADVERT	108.50			12/14/21
						JOB AD:ADMIN SUPERVISOR				
						PULSE				
928		06/22 AP		11/16/21	0000000	COURIER COMMUNICATIONS-ADVERT	167.00			12/14/21
						VETERANS DAY DIGITAL				
						ONLINE				
928		06/22 AP		11/14/21	0000000	COURIER COMMUNICATIONS-ADVERT	42.00			12/14/21
						JOB AD:ADMIN SUPERVISOR				
						COURIER				
928		06/22 AP		11/14/21	0000000	COURIER COMMUNICATIONS-ADVERT	288.00			12/14/21
						JOB AD:ADMIN SUPERVISOR				
						EMPLOYMENT PACKAGES				
928		06/22 AP		11/10/21	0000000	COURIER COMMUNICATIONS-ADVERT	99.00			12/14/21
						VETERANS SECTION				
						COURIER				
928		06/22 AP		11/10/21	0000000	COURIER COMMUNICATIONS-ADVERT	25.00			12/14/21
						JOB AD:HEARST YOUTH INST				
						PULSE				
928		06/22 AP		11/10/21	0000000	COURIER COMMUNICATIONS-ADVERT	25.00			12/14/21
						JOB AD:COMM CTR FAC.ASST				
						PULSE				
928		06/22 AP		11/10/21	0000000	COURIER COMMUNICATIONS-ADVERT	25.00			12/14/21
						JOB AD:PT LIBRARY INTERN				
						PULSE				
928		06/22 AP		11/07/21	0000000	COURIER COMMUNICATIONS-ADVERT	450.00			12/14/21
						30K IMPRESSIONS				
						ONLINE				
928		06/22 AP		11/07/21	0000000	COURIER COMMUNICATIONS-ADVERT	54.00			12/14/21
						JOB AD:HEARST YOUTH INSTR				
						COURIER				
928		06/22 AP		11/07/21	0000000	COURIER COMMUNICATIONS-ADVERT	54.00			12/14/21
						JOB AD:COMM CTR FAC.ASSIT				
						COURIER				
928		06/22 AP		11/07/21	0000000	COURIER COMMUNICATIONS-ADVERT	54.00			12/14/21
						JOB AD:PT LIBRARY INTERN				
						COURIER				
908		06/22 AP		11/05/21	0138853	US BANK	119.95			12/08/21
						LINKEDIN-720*9379434				
						RECRUITER LITE RENEWAL				
						ACCOUNT TOTAL	1,752.45	.00		1,752.45
101-1038-441.81-99						PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION				
945		06/22 AP		11/30/21	0000000	STANARD & ASSOCIATES, INC.	73.50			12/14/21
						PSO APPLICANT TESTING				
						ACCOUNT TOTAL	73.50	.00		73.50

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
928		06/22 AP		11/30/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.12			12/14/21
						CALC.RIBBON				
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.14			12/14/21
						CORRECTION TAPE				
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.18			12/14/21
						COPY PAPER				
						8-1/2X11 & 11X17				
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	24.09			12/14/21
						#9 WINDOW ENVELOPES				
						ACCOUNT TOTAL	27.53	.00	27.53	
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
928		06/22 AP		12/01/21	0000000	THOMSON REUTERS - WEST	644.21			12/14/21
						WESTLAW INFORMATION				
						11/1/21-11-30-21				
						ACCOUNT TOTAL	644.21	.00	644.21	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
928		06/22 AP		11/29/21	0000000	AHLERS AND COONEY, P.C.	383.50			12/14/21
						LGL:GENERAL MATTERS				
						10/25/21-11/02/21				
						ACCOUNT TOTAL	383.50	.00	383.50	
101-1048-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
908		06/22 AP		10/25/21	0138853	US BANK	35.00			12/08/21
						IOWA LEAGUE OF CITIES				
						MEMBERSHIP:K ROGERS				
						ACCOUNT TOTAL	35.00	.00	35.00	
101-1048-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
908		06/22 AP		11/18/21	0138853	US BANK		65.00		12/08/21
						IOWA LEAGUE OF CITIES				
						CANCELED SEMINAR-K ROGERS				
908		06/22 AP		10/25/21	0138853	US BANK	80.00			12/08/21
						IOWA LEAGUE OF CITIES				
						SEMINAR:K ROGERS 11/19/21				
						ACCOUNT TOTAL	80.00	65.00	15.00	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
910		06/22 AP		11/12/21	0138853	US BANK	80.00			12/08/21
						INTUIT *QUICKBOOKS ONLINE				
						QUICKBOOKS MONTHLY SUB.				
						ACCOUNT TOTAL	80.00	.00	80.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM				
910		06/22 AP		11/22/21	0138853	US BANK	27.80			12/08/21
						AMAZON.COM*3840B5933 AMZN				
910		06/22 AP		11/17/21	0138853	US BANK	25.00			12/08/21
						FOTL:YOUTH-STICKERS				
910		06/22 AP		11/17/21	0138853	US BANK	25.00			12/08/21
						BARNES & NOBLE #2168				
910		06/22 AP		11/17/21	0138853	US BANK	25.00			12/08/21
						FOTL:YA-GIFT CARD				
910		06/22 AP		11/17/21	0138853	US BANK	91.02			12/08/21
						PANCHEROS MEXICAN GRIL				
910		06/22 AP		11/17/21	0138853	US BANK	24.93			12/08/21
						AMZN MKTP US*EO2DJ03G3				
910		06/22 AP		11/16/21	0138853	US BANK	73.52			12/08/21
						FOTL:YOUTH-TREE TRIM				
910		06/22 AP		11/16/21	0138853	US BANK	84.96			12/08/21
						SP * CARDSTOCK WAREHOU				
910		06/22 AP		11/16/21	0138853	US BANK	1,013.17			12/08/21
						FOTL:YOUTH-CARDSTOCK				
910		06/22 AP		11/16/21	0138853	US BANK	29.99			12/08/21
						AMZN MKTP US*HH9A54HJ3				
910		06/22 AP		11/16/21	0138853	US BANK	14.49			12/08/21
						FOTL:YOUTH-ZIPLOC BAGS				
910		06/22 AP		11/15/21	0138853	US BANK	72.26			12/08/21
						SP * LULU PRESS				
910		06/22 AP		11/10/21	0138853	US BANK	33.98			12/08/21
						FOTL:ADULT-WCV BOOKS				
910		06/22 AP		11/04/21	0138853	US BANK	21.44			12/08/21
						CHICAGO BOOKS & JOURNALS				
910		06/22 AP		11/04/21	0138853	US BANK	36.00			12/08/21
						FOTL:YOUTH-ALA 2022				
910		06/22 AP		11/04/21	0138853	US BANK	49.91			12/08/21
						AMAZON.COM*J31KI9W93 AMZN				
910		06/22 AP		10/28/21	0138853	US BANK	36.51			12/08/21
						FOTL:YOUTH-POSTERBOARD				
910		06/22 AP		10/28/21	0138853	US BANK	117.79			12/08/21
						AMZN MKTP US*MA1WD9JS3				
910		06/22 AP		10/27/21	0138853	US BANK	50.00			12/08/21
						FOTL:YOUTH-MASKING TAPE,				
910		06/22 AP		10/27/21	0138853	US BANK	25.57			12/08/21
						AMZN MKTP US*TG3BZ1O73				
910		06/22 AP		10/27/21	0138853	US BANK				
						FOTL:YA-PAINT & DIY				
910		06/22 AP		10/27/21	0138853	US BANK				
						TARGET 00025262				
910		06/22 AP		10/27/21	0138853	US BANK				
						FOTL:YA-TOYS 4 MISFIT				
910		06/22 AP		10/27/21	0138853	US BANK				
						DOLLARTREE				
910		06/22 AP		10/27/21	0138853	US BANK				
						FOTL:YA-TOYS 4 MISFIT				
910		06/22 AP		10/27/21	0138853	US BANK				
						WM SUPERCENTER #753				
910		06/22 AP		10/27/21	0138853	US BANK				
						FOTL:YA-TOYS 4 MISFIT				
910		06/22 AP		10/27/21	0138853	US BANK				
						AMZN MKTP US*2Y7Q19D32				
910		06/22 AP		10/27/21	0138853	US BANK				
						FOTL:YOUTH-POSTERBOARD				
910		06/22 AP		10/26/21	0138853	US BANK				
						AMAZON.COM*QMBRV0FM3				
910		06/22 AP		10/26/21	0138853	US BANK				
						FOTL:YOUTH-CRICUT MATS &				
910		06/22 AP		10/21/21	0138853	US BANK				
						AMZN DIGITAL*S84ZY9793				
910		06/22 AP		10/21/21	0138853	US BANK				
						FOTL:YA-PLAYSTATION GIFT				
910		06/22 AP		10/21/21	0138853	US BANK				
						SP * LULU PRESS				
						FOTL:ADULT-WCV PROOFS				
ACCOUNT TOTAL							1,853.34	.00	1,853.34	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
910		06/22 AP		10/22/21	0138853	US BANK	600.00			12/08/21
						01 GROUT MUSEUM DISTRICT				
910		06/22 AP		10/22/21	0138853	US BANK	250.00			12/08/21
						SCIENCE CENTER OF IOWA				
						RAY 2 RMB ADVENTURE PASS-				
ACCOUNT TOTAL							850.00	.00	850.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
910		06/22 AP		11/15/21	0138853	US BANK	499.99			12/08/21
910		AMZN MKTP		06/22 AP	10/28/21 0138853	US BANK	17.98			12/08/21
						ZEBRA LABEL PRINTER				
910		AMZN MKTP		06/22 AP	10/27/21 0138853	US BANK	3.98			12/08/21
						TWEEZERS & FORCEPS				
						HOBBY (EXACTO) KNIFE				
						ACCOUNT TOTAL	521.95	.00		521.95
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
910		06/22 AP		11/04/21	0138853	US BANK	1,375.00			12/08/21
910		MOBILE BEACON		06/22 AP	10/22/21 0138853	US BANK	299.00			12/08/21
						1YR SRVCE 4 HOUTSPOTS(11)				
						PROPAY INC- FEE@PROPAY.CO				
						ACCOUNT TOTAL	1,674.00	.00		1,674.00
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
910		06/22 AP		11/22/21	0138853	US BANK	8.99			12/08/21
910		AMAZON.COM*B83XU0KH3		06/22 AP	11/18/21 0138853	US BANK	62.61			12/08/21
						ADULT BOOKS				
910		AMAZON.COM*C47E06KF3 AMZN		06/22 AP	11/18/21 0138853	US BANK	37.97			12/08/21
						ADULT BOOKS				
910		AMAZON.COM*LF5CT8KS3 AMZN		06/22 AP	11/18/21 0138853	US BANK	10.11			12/08/21
						ADULT BOOKS				
910		AMZN MKTP US*H39NG3CN3		06/22 AP	11/18/21 0138853	US BANK	12.99			12/08/21
						ADULT BOOKS				
910		AMAZON.COM*7P3LJ4GL3		06/22 AP	11/18/21 0138853	US BANK	19.99			12/08/21
						ADULT BOOKS				
910		AMAZON.COM*XK7WU6KC3		06/22 AP	11/09/21 0138853	US BANK	28.76			12/08/21
						ADULT BOOKS				
910		AMAZON.COM*2U6FY5X33		06/22 AP	11/08/21 0138853	US BANK	17.48			12/08/21
						ADULT BOOKS				
910		AMAZON.COM*XJ4HF3JB3		06/22 AP	11/08/21 0138853	US BANK	33.87			12/08/21
						ADULT BOOKS				
910		AMAZON.COM*BQ4DI2C03		06/22 AP	11/08/21 0138853	US BANK	14.78			12/08/21
						ADULT BOOKS				
910		AMAZON.COM*2A26Z2383		06/22 AP	11/08/21 0138853	US BANK	23.45			12/08/21
						ADULT BOOKS				
910		AMZN MKTP US*LZ0824XH3		06/22 AP	11/08/21 0138853	US BANK	60.49			12/08/21
						ADULT BOOKS				
910		CHICAGO BOOKS & JOURNALS		06/22 AP	11/05/21 0138853	US BANK	17.91			12/08/21
						ADULT BOOKS				
910		AMZN MKTP US*P11260633		06/22 AP	11/02/21 0138853	US BANK	15.29			12/08/21
						ADULT BOOKS				
910		AMAZON.COM*8J9742ZT3		06/22 AP	11/01/21 0138853	US BANK	14.99			12/08/21
						ADULT BOOKS				

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued			
910		06/22	AP	11/01/21	0138853	US BANK	9.49		12/08/21
						AMAZON.COM*7I0V45R93 AMZN			
						ADULT BOOKS			
910		06/22	AP	10/26/21	0138853	US BANK	43.60		12/08/21
						AMAZON.COM*A72OW11Y3			
						ADULT BOOKS			
910		06/22	AP	10/25/21	0138853	US BANK	29.43		12/08/21
						AMAZON.COM*LWOAM4EM3 AMZN			
						ADULT BOOKS			
910		06/22	AP	10/22/21	0138853	US BANK	23.94		12/08/21
						AMAZON.COM*2Y3RU37N0 AMZN			
						ADULT BOOKS			
						AMZN MKTP US*2Y1Q55QW1			
						ADULT BOOKS			
ACCOUNT TOTAL							486.14	.00	486.14
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
910		06/22	AP	11/01/21	0138853	US BANK	15.99		12/08/21
						AMAZON.COM*X135W19C3			
						YOUNG ADULT BOOKS			
910		06/22	AP	10/26/21	0138853	US BANK	12.69		12/08/21
						AMAZON.COM*6898T1SD3			
						YOUNG ADULT BOOKS			
ACCOUNT TOTAL							28.68	.00	28.68
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
910		06/22	AP	11/08/21	0138853	US BANK	27.64		12/08/21
						AMZN MKTP US*7U5CH5XI3 AM			
						YOUTH BOOKS			
910		06/22	AP	11/08/21	0138853	US BANK	14.00		12/08/21
						AMZN MKTP US*XX3VP5G83			
						YOUTH BOOKS			
910		06/22	AP	11/08/21	0138853	US BANK	16.99		12/08/21
						AMZN MKTP US*LZ0824XH3			
						YOUTH BOOKS			
910		06/22	AP	11/04/21	0138853	US BANK	28.50		12/08/21
						AMAZON.COM*LE6516IV3 AMZN			
						YOUTH BOOKS			
910		06/22	AP	11/03/21	0138853	US BANK	12.29		12/08/21
						AMZN MKTP US*9K51B0UL3			
						YOUTH BOOKS			
910		06/22	AP	10/21/21	0138853	US BANK	5.99		12/08/21
						AMAZON.COM*2Y9WV8BV1 AMZN			
						YOUTH BOOKS			
ACCOUNT TOTAL							105.41	.00	105.41
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
910		06/22	AP	11/18/21	0138853	US BANK	9.97		12/08/21
						AMAZON.COM*XV2HY69G3 AMZN			
						ADULT CD MUSIC			
910		06/22	AP	11/18/21	0138853	US BANK	9.99		12/08/21
						AMAZON.COM*FK4ZF63L3			
						ADULT CD MUSIC			
910		06/22	AP	11/01/21	0138853	US BANK	9.99		12/08/21
						AMAZON.COM*J53IL59S3 AMZN			
						ADULT CD MUSIC			
ACCOUNT TOTAL							29.95	.00	29.95

GROUP	PO	ACCTG	---TRANSACTION---			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1061-423.89-25								
910	06/22 AP	11/12/21		0138853	US BANK	31.96		12/08/21
	AMAZON.COM*YM0LP4C93				AMZN ADULT VIDEOS			
910	06/22 AP	11/09/21		0138853	US BANK	15.19		12/08/21
	AMAZON.COM*G70AJ8H03				AMZN ADULT VIDEOS			
910	06/22 AP	11/08/21		0138853	US BANK	18.99		12/08/21
	AMZN MKTP US*LZ0824XH3				AMZN ADULT VIDEOS			
	ACCOUNT TOTAL					66.14	.00	66.14
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO								
910	06/22 AP	11/12/21		0138853	US BANK	6.29		12/08/21
	AMAZON.COM*YM0LP4C93				AMZN YOUTH VIDEOS			
	ACCOUNT TOTAL					6.29	.00	6.29
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO								
910	06/22 AP	11/03/21		0138853	US BANK	85.12		12/08/21
	AMZN MKTP US*KI2ZG7YH3				AMZN YOUNG ADULT CD BOOKS			
	ACCOUNT TOTAL					85.12	.00	85.12
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS								
910	06/22 AP	11/09/21		0138853	US BANK	26.94		12/08/21
	AMZN MKTP US*6L6LU4CJ3				AMZN WACOM CASE & CASE 4 GOPRO			
910	06/22 AP	10/29/21		0138853	US BANK	13.99		12/08/21
	AMZN MKTP US*EY0E360J3				AMZN GUITAR STRAP			
	ACCOUNT TOTAL					40.93	.00	40.93
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
928	06/22 AP	11/30/21		0000000	OFFICE EXPRESS OFFICE PRODUCT	.19		12/14/21
	CALC.RIBBON							
928	06/22 AP	11/29/21		0000000	OFFICE EXPRESS OFFICE PRODUCT	.22		12/14/21
	CORRECTION TAPE							
928	06/22 AP	11/29/21		0000000	OFFICE EXPRESS OFFICE PRODUCT	1.59		12/14/21
	COPY PAPER				8-1/2X11 & 11X17			
949	06/22 AP	09/21/21		0000000	PARKADE PRINTER, INC.	9.63		12/14/21
	#9 WINDOW ENVELOPES							
	ACCOUNT TOTAL					11.63	.00	11.63
101-1118-441.81-31 PROFESSIONAL SERVICES / BUS. RETENTION & CONSULT								
928	06/22 AP	12/09/21		0000000	GROW CEDAR VALLEY	11,000.00		12/14/21
	FY22 INCENTIVE PAYMENT				1ST 1/2 JUL'21-DEC'21			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1118-441.81-31 PROFESSIONAL SERVICES / BUS. RETENTION & CONSULT						continued				
ACCOUNT TOTAL							11,000.00	.00	11,000.00	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
928		06/22 AP		11/30/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.09			12/14/21
CALC.RIBBON										
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.11			12/14/21
CORRECTION TAPE										
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.59			12/14/21
COPY PAPER										
8-1/2X11 & 11X17										
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	9.63			12/14/21
#9 WINDOW ENVELOPES										
ACCOUNT TOTAL							11.42	.00	11.42	
101-1158-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
928		06/22 AP		11/29/21	0000000	IOWA LEAGUE-CITIES	30.00			12/14/21
MAYORS ASSOC.MBRSHP-2022										
ROB GREEN										
ACCOUNT TOTAL							30.00	.00	30.00	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
933		06/22 AP		12/09/21	0000000	LEVERAGE PRINTING INC	8,596.16			12/14/21
TWO DIRECT MAILING PIECES										
WITH POSTAGE. GRANT FUNDS										
933		06/22 AP		12/09/21	0000000	IOWA PUBLIC RADIO, INC.	1,488.00			12/14/21
IPR ADS. GRANT FUNDED.										
933		06/22 AP		12/01/21	0000000	METRICK-CHEN, LENORE	1,000.00			12/14/21
HALF OF OUR TOWN EXHIBIT										
FEE. GRANT FUNDED										
ACCOUNT TOTAL							11,084.16	.00	11,084.16	
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY										
910		06/22 AP		11/08/21	0138853	US BANK	8.99			12/08/21
AMZN MKTP US*MR3FM2JY3										
POWER CABLE ADAPTER										
910		06/22 AP		11/01/21	0138853	US BANK	47.25			12/08/21
AMAZON.COM*Q06W06TC3 AMZN										
MOTHERBOARD SERIAL PORT										
ACCOUNT TOTAL							56.24	.00	56.24	
101-1199-421.31-21 HUMAN DEVELOPMENT GRANTS / GRANTS-LIBRARY STATE AID										
910		06/22 AP		11/15/21	0138853	US BANK	13.98			12/08/21
AMAZON.COM*287MXOUL3 AMZN										
AA BATTERIES										
910		06/22 AP		11/15/21	0138853	US BANK	87.02			12/08/21
AMZN MKTP US*OU2YZ9HL3										
SNAP CIRCUITS KIT & AA										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-421.31-21 HUMAN DEVELOPMENT GRANTS / GRANTS-LIBRARY STATE AID <span style="float:right">continued</span>										
ACCOUNT TOTAL							101.00	.00	101.00	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
928		06/22 AP		11/22/21	0000000	COURIER LEGAL COMMUNICATIONS	681.08			12/14/21
ORD.2997-BLDG CODES PAGE 1										
928		06/22 AP		11/22/21	0000000	COURIER LEGAL COMMUNICATIONS	681.08			12/14/21
ORD.2997-BLDG CODES PAGE 2										
928		06/22 AP		11/22/21	0000000	COURIER LEGAL COMMUNICATIONS	336.12			12/14/21
ORD.2997-BLDG CODES PAGE 3										
928		06/22 AP		11/19/21	0000000	COURIER LEGAL COMMUNICATIONS	45.15			12/14/21
PH NTC-DT SSMID										
928		06/22 AP		11/19/21	0000000	COURIER LEGAL COMMUNICATIONS	318.15			12/14/21
ORD 2998-FIRE CODE										
ACCOUNT TOTAL							2,061.58	.00	2,061.58	
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	9.63			12/14/21
#9 WINDOW ENVELOPES										
ACCOUNT TOTAL							9.63	.00	9.63	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
894		06/22 AP		12/02/21	0000000	AWARDS, GIFTS & ENGRAVING	16.50			12/14/21
NAME BADGE MAGNETS G.SCHULTZ, D.GANFIELD										
949		06/22 AP		12/01/21	0000000	IOWA STATE UNIV-TREASURER	6,000.00			12/14/21
GOAL SETTING PROCESS FY23 12/9/21										
ACCOUNT TOTAL							6,016.50	.00	6,016.50	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
894		06/22 AP		12/01/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.55			12/14/21
MOVING BOXES										
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.18			12/14/21
COPY PAPER 8-1/2X11 & 11X17										
ACCOUNT TOTAL							8.73	.00	8.73	
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING										
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	24.09			12/14/21
#9 WINDOW ENVELOPES										
ACCOUNT TOTAL							24.09	.00	24.09	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
894		06/22 AP		11/19/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	34.71			12/14/21
						MOVING BOXES				
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	14.45			12/14/21
						#9 WINDOW ENVELOPES				
						ACCOUNT TOTAL	49.16	.00	49.16	
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS										
894		06/22 AP		12/02/21	0000000	AWARDS, GIFTS & ENGRAVING	8.25			12/14/21
						NAME BADGE MAGNET				
						ADAM SPRAY				
894		06/22 AP		10/27/21	0000000	SERVICEWEAR APPAREL, INC.	82.62			12/14/21
						UNIFORMS-J.WARDELL				
						4 POLOS				
894		06/22 AP		10/21/21	0000000	SERVICEWEAR APPAREL, INC.	62.49			12/14/21
						UNIFORMS-J.WARDELL				
						3 POLOS				
						ACCOUNT TOTAL	153.36	.00	153.36	
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
908		06/22 AP		11/12/21	0138853	US BANK	600.00			12/08/21
						INT'L CODE COUNCIL INC				
						EDUCATION-JAMIE CASTLE				
						ACCOUNT TOTAL	600.00	.00	600.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
894		06/22 AP		12/01/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	29.16			12/14/21
						MOVING BOXES				
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.84			12/14/21
						COPY PAPER				
						8-1/2X11 & 11X17				
						ACCOUNT TOTAL	53.00	.00	53.00	
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING										
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	48.17			12/14/21
						#9 WINDOW ENVELOPES				
						ACCOUNT TOTAL	48.17	.00	48.17	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
898		06/22 AP		11/19/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	21.99			12/14/21
						DESK CALENDAR				
908		06/22 AP		11/04/21	0138853	US BANK	218.00			12/08/21
						AMZN MKTP US*ZNOMU2NK3				
						PRINTER INK				
						ACCOUNT TOTAL	239.99	.00	239.99	

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT										
908		06/22 AP		11/15/21	0138853	US BANK	32.99			12/08/21
		AMZN MKTP		US*J00M26Y33		DODGEBALLS				
		ACCOUNT TOTAL					32.99	.00	32.99	
101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES										
908		06/22 AP		11/15/21	0138853	US BANK	149.97			12/08/21
		AMZN MKTP		US*J00M26Y33		INDOOR PARK ITEMS				
908		06/22 AP		11/15/21	0138853	US BANK	34.99			12/08/21
		AMZN MKTP		US*J00M26Y33		SACK LUNCH DAY-CRAFTS				
908		06/22 AP		11/12/21	0138853	US BANK	24.54			12/08/21
		AMZN MKTP		US*ZA36S5M33		AIR HOCKEY				
908		06/22 AP		11/11/21	0138853	US BANK	558.80			12/08/21
		AMZN MKTP		US*5K2PW7O53		INDOOR PARK CLIMBER				
		ACCOUNT TOTAL					768.30	.00	768.30	
101-2253-423.73-55 OTHER SUPPLIES / MEDIA										
908		06/22 AP		11/17/21	0138853	US BANK	8.90			12/08/21
		FACEBK		*75P5T7XQ72		MARKETING ADS				
908		06/22 AP		11/08/21	0138853	US BANK	25.00			12/08/21
		FACEBK		*2T5587FR72		MARKETING ADS				
908		06/22 AP		11/02/21	0138853	US BANK	7.90			12/08/21
		FACEBK		*RNTNZ67R72		MARKETING ADS				
		ACCOUNT TOTAL					41.80	.00	41.80	
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
898		06/22 AP		11/26/21	0000000	ARAMARK	17.50			12/14/21
		REC CENTER RUGS								
898		06/22 AP		11/19/21	0000000	ARAMARK	17.50			12/14/21
		REC CENTER RUGS								
		ACCOUNT TOTAL					35.00	.00	35.00	
101-2253-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
908		06/22 AP		11/10/21	0138853	US BANK	170.00			12/08/21
		IOWA PARK AND RECREATION				MEMBERSHIP-C SCHOENTAG				
		ACCOUNT TOTAL					170.00	.00	170.00	
101-2253-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
908		06/22 AP		11/12/21	0138853	US BANK	310.00			12/08/21
		IOWA PARK AND RECREATION				CPO COURSE-C SCHOENTAG				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-2253-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION							continued				
ACCOUNT TOTAL							310.00	.00	310.00		
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP											
898		06/22 AP		11/30/21	0000000	CULLIGAN WATER CONDITIONING	91.25			12/14/21	
NOV CULLIGAN SERVICE											
908		06/22 AP		11/15/21	0138853	US BANK	26.68			12/08/21	
O DONNELL ACE HARDWARE											
898		06/22 AP		10/31/21	0000000	CULLIGAN WATER CONDITIONING	156.25			12/14/21	
OCT CULLIGAN SERVICE											
908		06/22 AP		10/25/21	0138853	US BANK	18.42			12/08/21	
AMZN MKTP US*2Y4D48DI0											
RB DOOR REPAIR PARTS											
ACCOUNT TOTAL							292.60	.00	292.60		
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.											
898		06/22 AP		11/10/21	0000000	WATERLOO TENT & TARP COMPANY	155.00			12/14/21	
FALLS CANOPY REPAIR											
ACCOUNT TOTAL							155.00	.00	155.00		
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
933		06/22 AP		12/02/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.55			12/14/21	
PLANNER											
908		06/22 AP		11/02/21	0138853	US BANK	21.95			12/08/21	
BARNES & NOBLE #2168											
908		06/22 AP		10/25/21	0138853	US BANK	71.98			12/08/21	
AMZN MKTP US*Q95BN4DL3											
KEYBOARD & PLANNERS											
ACCOUNT TOTAL							106.48	.00	106.48		
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES											
908		06/22 AP		11/22/21	0138853	US BANK	39.99			12/08/21	
AMZN MKTP US*XV1S282R3											
BEESWAX											
908		06/22 AP		11/19/21	0138853	US BANK	27.24			12/08/21	
HOBBY-LOBBY #0135											
FABRIC, STICKERS, BEADS											
908		06/22 AP		11/18/21	0138853	US BANK	69.90			12/08/21	
MICHAELS STORES 1246											
CANVAS AND STICKERS											
908		06/22 AP		11/15/21	0138853	US BANK	53.18			12/08/21	
MENARDS CEDAR FALLS IA											
PLYWOOD											
908		06/22 AP		11/08/21	0138853	US BANK	26.59			12/08/21	
MENARDS CEDAR FALLS IA											
PLYWOOD											
908		06/22 AP		11/08/21	0138853	US BANK	84.95			12/08/21	
DBC*BLICK ART MATERIAL											
CANVASES											
908		06/22 AP		10/28/21	0138853	US BANK	113.88			12/08/21	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES						continued				
908		DISCOUNTSCH 8006272829		06/22 AP 10/27/21	0138853	US BANK MODEL MAGIC, FOAM SHEETS	38.91			12/08/21
		MICHAELS STORES 1246				GOOGLY EYES, STICKERS,				
		ACCOUNT TOTAL					454.64	.00		454.64
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
933		06/22 AP 12/09/21		0000000		SIGNS BY TOMORROW	68.50			12/14/21
933		PVC LABEL FOR LUME EXH.		06/22 AP 12/07/21	0000000	SIGNS & DESIGNS, INC.	35.00			12/14/21
908		VINYL FOR CHALES MATSON		06/22 AP 11/15/21	0138853	US BANK LUME EXHIBITION.	45.51			12/08/21
908		AMZN MKTP US*UX21993N3		06/22 AP 11/05/21	0138853	US BANK TAPE, DISPLAY PIECES	179.24			12/08/21
		GAYLORD BROS INC				LABEL HOLDERS FOR GALLERY				
		ACCOUNT TOTAL					328.25	.00		328.25
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
908		06/22 AP 11/08/21		0138853		US BANK FLOWERS FOR MESKWAKI	25.00			12/08/21
		SQ *BANCROFT'S FLOWERS								
		ACCOUNT TOTAL					25.00	.00		25.00
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE										
908		06/22 AP 11/18/21		0138853		US BANK LATE FEES NOT PAID ON	20.81			12/08/21
908		FEDEX 95821646		06/22 AP 10/29/21	0138853	US BANK PACKAGE SHIPPING FOR	27.00			12/08/21
908		USPS PO 1814940913		06/22 AP 10/25/21	0138853	US BANK NUHN BOOKS TO BERGEMAN	13.25			12/08/21
		THE UPS STORE 5617								
		ACCOUNT TOTAL					61.06	.00		61.06
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
933		06/22 AP 12/03/21		0000000		ARAMARK	11.76			12/14/21
933		RUG SERVICE		06/22 AP 11/26/21	0000000	ARAMARK	9.16			12/14/21
933		RUG SERVICE		06/22 AP 11/24/21	0000000	HAWKEYE ALARM & SIGNAL CO.	95.00			12/14/21
		SERVICE CALL TO CLEAN				MOTION SENSOR				
		ACCOUNT TOTAL					115.92	.00		115.92

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2280-423.81-06						PROFESSIONAL SERVICES / PRINTING & PUBLICATION			
933		06/22 AP		12/08/21	0000000	KAREN'S PRINT-RITE	109.00		12/14/21
						LUME POSTCARDS			
933		06/22 AP		12/07/21	0000000	KAREN'S PRINT-RITE	425.00		12/14/21
						LUME POSTCARDS			
933		06/22 AP		11/30/21	0000000	LEVERAGE PRINTING INC	1,249.99		12/14/21
						WINTER BROCHURE PRINTING			
						ACCOUNT TOTAL	1,783.99	.00	1,783.99
101-2280-423.81-60						PROFESSIONAL SERVICES / EXHIBITION FEES			
933		06/22 AP		12/01/21	0000000	METRICK-CHEN, LENORE	750.00		12/14/21
						HALF OF OUR TOWN EXHIBIT FEE.			
						ACCOUNT TOTAL	750.00	.00	750.00
101-2280-423.81-61						PROFESSIONAL SERVICES / PROMOTIONS			
933		06/22 AP		11/30/21	0000000	KCVM-93.5 THE MIX	215.00		12/14/21
						HEARST HOLIDAY AD			
908		06/22 AP		11/12/21	0138853	US BANK	13.88		12/08/21
						FACEBK NH87Y9XYN2			
908		06/22 AP		11/10/21	0138853	US BANK	12.95		12/08/21
						CANVA* I03234-23124461			
908		06/22 AP		11/04/21	0138853	US BANK	.02		12/08/21
						FACEBK 6JHNW8KYN2			
908		06/22 AP		11/04/21	0138853	US BANK	6.50		12/08/21
						FACEBK 7HQSL8BZN2			
908		06/22 AP		11/03/21	0138853	US BANK	38.14		12/08/21
						FACEBK HHBFL8BZN2			
						RECEPTION AND PROGRAM			
						ACCOUNT TOTAL	286.49	.00	286.49
101-2280-423.88-21						OUTSIDE AGENCIES / PUBLIC ART COMMITTEE			
908		06/22 AP		11/18/21	0138853	US BANK	100.00		12/08/21
						SQ *DOLLYS TAXI			
908		06/22 AP		11/03/21	0138853	US BANK	100.00		12/08/21
						SQ *DOLLYS TAXI			
						BUS FOR PUBLIC ART			
						ACCOUNT TOTAL	200.00	.00	200.00
101-2280-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM			
908		06/22 AP		11/08/21	0138853	US BANK	281.00		12/08/21
						TST* BRASS TAPS - CEDAR F			
908		06/22 AP		11/08/21	0138853	US BANK		2.63	12/08/21
						ETSY.COM - EAGLEASAPSHOP			
						FOOD FOR MESKWAKI			
						SALES TAX REFUND			
						ACCOUNT TOTAL	281.00	2.63	278.37

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.93-01						EQUIPMENT / EQUIPMENT				
908		06/22 AP		11/08/21	0138853	US BANK	184.99			12/08/21
		AMZN MKTP			US*Y19V523P3	SHELVING FOR EDUCATION				
908		06/22 AP		10/21/21	0138853	US BANK		28.00		12/08/21
		THECERAMICSHOP				REFUND FOR OUT OF STOCK				
ACCOUNT TOTAL							184.99	28.00		156.99
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
944		06/22 AP		12/02/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	121.75			12/14/21
		PENS;MONTHLY PLANNERS								
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.18			12/14/21
		COPY PAPER				8-1/2X11 & 11X17				
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	14.45			12/14/21
		#9 WINDOW ENVELOPES								
ACCOUNT TOTAL							139.38	.00		139.38
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
944		06/22 AP		12/03/21	0000000	ARAMARK	13.65			12/14/21
		TOWELS;MATS-PSS BUILDING								
944		06/22 AP		11/26/21	0000000	ARAMARK	13.65			12/14/21
		TOWELS;MATS-PSS BUILDING								
ACCOUNT TOTAL							27.30	.00		27.30
101-4511-414.72-04 OPERATING SUPPLIES / SCBA SUPPLIES										
908		06/22 AP		11/22/21	0138853	US BANK	88.93			12/08/21
		IDENTIFIRE				SCBA FACEMASK NAMEPLATES				
ACCOUNT TOTAL							88.93	.00		88.93
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR										
908		06/22 AP		11/04/21	0138853	US BANK	11.37			12/08/21
		WAL-MART #0753				GLUCOSE MONITOR BATTERIES				
ACCOUNT TOTAL							11.37	.00		11.37
101-4511-414.72-10 OPERATING SUPPLIES / FIRE PREVENTION										
908		06/22 AP		11/22/21	0138853	US BANK	260.00			12/08/21
		WM SUPERCENTER #753				FIRE PREVENT. GIFT CARDS				
ACCOUNT TOTAL							260.00	.00		260.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.72-23						OPERATING SUPPLIES / RADIO & MDC FEES				
944		06/22 AP		12/09/21	0000000	BLACK HAWK CO.E911-TREASURER	2,934.37			12/14/21
						FIRE EDACS FEE;OCT-DEC'21				
						ACCOUNT TOTAL	2,934.37	.00	2,934.37	
101-4511-414.73-06 OTHER SUPPLIES / BUILDING REPAIR										
945		06/22 AP		11/09/21	0000000	STETSON BUILDING PRODUCTS LLC	403.70			12/14/21
						COLORED CONCRETE-PATIO PSS BUILDING				
						ACCOUNT TOTAL	403.70	.00	403.70	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
908		06/22 AP		11/12/21	0138853	US BANK	7.10			12/08/21
						WM SUPERCENTER #753 8X10 PHOTOS-LOBBY DISPLAY				
902		06/22 AP		10/31/21	0000000	NAPA AUTO PARTS	159.93			12/14/21
						PARTS & EXPENSES OCT'21				
						ACCOUNT TOTAL	167.03	.00	167.03	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
908		06/22 AP		11/15/21	0138853	US BANK	17.60			12/08/21
						GRUMPY GOAT TAVERN-MILLS MEAL-2021 IEMSA CONF.				
908		06/22 AP		11/15/21	0138853	US BANK	24.20			12/08/21
						TST* IOWA TAPROOM MEAL-2021 IEMSA CONF.				
908		06/22 AP		11/15/21	0138853	US BANK	248.64			12/08/21
						FAIRFIELD INN & SUITES HOTEL-2021 IEMSA CONF.				
						ACCOUNT TOTAL	290.44	.00	290.44	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
944		06/22 AP		12/07/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00			12/14/21
						1 CERT.FEE-INSTRUCTOR 1 LUCAS SCHMIDT				
944		06/22 AP		12/07/21	0000000	UNIV.OF IOWA HOSPITALS-CLINIC	25.50			12/14/21
						BLS HEALTHCARE CARDS-3 FF1 CLASS				
944		06/22 AP		12/01/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00			12/14/21
						1 CERT.FEE-INSTRUCTOR 2 ZACHARY LADAGE				
944		06/22 AP		11/30/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00			12/14/21
						1 CERT.FEE-INSTRUCTOR 2 SCOTT DOUGAN				
908		06/22 AP		11/03/21	0138853	US BANK	20.00			12/08/21
						NATIONAL REGISTRY EMT EMT RECERT. FEE-KRUEGER				
						ACCOUNT TOTAL	195.50	.00	195.50	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
944		06/22 AP		12/09/21	0000000	SHIRT SHACK INC., THE	116.94			12/14/21
						T-SHIRTS;INVENTORY				
944		06/22 AP		09/28/21	0000000	WERTJES UNIFORMS	140.55			12/14/21
						UNIFORM ALLOWANCE-BOOTS				
944		06/22 AP		09/08/21	0000000	WERTJES UNIFORMS	445.92			12/14/21
						UNIF. ALLOW.-PANTS;SHIRTS				
						JOHN BOSTWICK				
						ACCOUNT TOTAL	703.41	.00	703.41	
101-4511-414.93-01						EQUIPMENT / EQUIPMENT				
908		06/22 AP		11/05/21	0138853	US BANK	551.63			12/08/21
						ARIZONA HIKING SHACK				
						ROPE/RESCUE BAGS				
						ACCOUNT TOTAL	551.63	.00	551.63	
101-5521-415.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
945		06/22 AP		12/06/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.66			12/14/21
						PUSHPINS				
945		06/22 AP		12/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	72.21			12/14/21
						BINDERS;MARKERS;SHEET				
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.18			12/14/21
						COPY PAPER				
						8-1/2X11 & 11X17				
945		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	110.70			12/14/21
						PAPER				
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	9.63			12/14/21
						#9 WINDOW ENVELOPES				
						ACCOUNT TOTAL	198.38	.00	198.38	
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
945		06/22 AP		12/06/21	0000000	CROSS PRECISION MEASUREMENT	155.00			12/14/21
						TEST & CALIBRATE SCALE				
						CRIME LAB				
944		06/22 AP		12/03/21	0000000	ARAMARK	13.65			12/14/21
						TOWELS;MATS-PSS BUILDING				
945		06/22 AP		12/01/21	0000000	L & M TRANSMISSION	97.00			12/14/21
						TOW & STORE-CHEVY BLAZER				
945		06/22 AP		12/01/21	0000000	L & M TRANSMISSION	75.00			12/14/21
						TOW & STORE-FORD EXPLORER				
						KEJ 495				
945		06/22 AP		12/01/21	0000000	THOMSON REUTERS - WEST	299.93			12/14/21
						INVESTIGATIVE SOFTWARE				
						11/01/21-11/30/21				
945		06/22 AP		12/01/21	0000000	PRIMARY SYSTEMS	192.00			12/14/21
						ALARM MONITORING FEES'22				
						1500 BLUFF STREET				
944		06/22 AP		11/26/21	0000000	ARAMARK	13.65			12/14/21
						TOWELS;MATS-PSS BUILDING				
908		06/22 AP		11/22/21	0138853	US BANK	240.00			12/08/21
						AMZN MKTP US*517Z8OML3				
						BLANK DVD'S-PD				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued					
945		06/22 AP		11/21/21	0000000	RAY MOUNT WRECKER SERVICE, IN	175.00			12/14/21	
						TOW STOLEN TAURUS-IMPOUND #21-094847-1105 LOGAN AVE					
945		06/22 AP		11/17/21	0000000	RASMUSSEN CO., THE	75.00			12/14/21	
						MOVE EDGE TO PD #21-93745;9614 UNIVERSITY					
908		06/22 AP		11/12/21	0138853	US BANK	7.10			12/08/21	
						WM SUPERCENTER #753 8X10 PHOTOS-LOBBY DISPLAY					
908		06/22 AP		11/12/21	0138853	US BANK	391.80			12/08/21	
						DASH MEDICAL GLOVES 2 CS. BLACK MAXX GLOVES					
908		06/22 AP		10/29/21	0138853	US BANK	18.08			12/08/21	
						AMZN MKTP US*CY7NR9RB3 HEAVY DUTY STAPLES					
908		06/22 AP		10/29/21	0138853	US BANK	37.54			12/08/21	
						AMAZON.COM*B33XO2E93 2 STAPLE GUNS					
908		06/22 AP		10/28/21	0138853	US BANK	69.98			12/08/21	
						AMZN MKTP US*2Y23K9702 BATTERIES					
		ACCOUNT TOTAL						1,860.73	.00	1,860.73	
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT											
908		06/22 AP		11/22/21	0138853	US BANK	29.68			12/08/21	
						AMAZON.COM*EQ8V61XT3 2 CAMERA CASES					
		ACCOUNT TOTAL						29.68	.00	29.68	
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING											
908		06/22 AP		11/08/21	0138853	US BANK	119.50			12/08/21	
						COPYWORKS CEDAR FALLS POLICE COMPENDIUMS					
		ACCOUNT TOTAL						119.50	.00	119.50	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT											
945		06/22 AP		12/02/21	0000000	KIESLER'S POLICE SUPPLY, INC.	143.50			12/14/21	
						GLOCK 26 GEN5 9MM PISTOL AFTER TRADE-IN-BURKHARDT					
945		06/22 AP		11/23/21	0000000	KIESLER'S POLICE SUPPLY, INC.	1,315.50			12/14/21	
						DUTY PISTOLS-3 NEW PSO'S					
908		06/22 AP		11/08/21	0138853	US BANK		5.72		12/08/21	
						WPSG CREDIT TAX-COMP.BANDAGES					
908		06/22 AP		11/03/21	0138853	US BANK	97.31			12/08/21	
						WPSG 12 COMPRESSION BANDAGES					
945		06/22 AP		09/29/21	0000000	WERTJES UNIFORMS	16.00			12/14/21	
						OPT.EQUIP.-BELT KEEPERS ZACH ANDERSEN					
945		06/22 AP		09/21/21	0000000	WERTJES UNIFORMS	11.00			12/14/21	
						OPT.EQUIP.-FLASHLITE HLDR PRESTON RUSSELL					
945		06/22 AP		09/15/21	0000000	WERTJES UNIFORMS	89.00			12/14/21	
						OUTERBELT DUSKANKA DEVIC					
945		06/22 AP		09/09/21	0000000	WERTJES UNIFORMS	16.00			12/14/21	
						OPT.EQUIP.-BELT KEEPERS ZACH ANDERSEN					

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT						continued			
ACCOUNT TOTAL							1,688.31	5.72	1,682.59
101-5521-415.72-23 OPERATING SUPPLIES / RADIO & MDC FEES									
945		06/22 AP		12/09/21	0000000	BLACK HAWK CO.E911-TREASURER	4,484.60		12/14/21
POL.EDACS FEES;OCT-DEC'21									
ACCOUNT TOTAL							4,484.60	0.00	4,484.60
101-5521-415.72-29 OPERATING SUPPLIES / MIRT EQUIPMENT									
908		06/22 AP		10/22/21	0138853	US BANK	160.18		12/08/21
AMAZON.COM*2Y0A79ND2 AMZN 2-WAY RADIOS-MIRT									
ACCOUNT TOTAL							160.18	0.00	160.18
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE									
945		06/22 AP		12/01/21	0000000	FEDERAL EXPRESS	15.84		12/14/21
SHIP TO INTOXIMETERS RETURN PBT FOR REPAIR									
ACCOUNT TOTAL							15.84	0.00	15.84
101-5521-415.73-06 COMMUNITY PROTECTION / POLICE									
945		06/22 AP		11/09/21	0000000	STETSON BUILDING PRODUCTS LLC	403.70		12/14/21
COLORED CONCRETE-PATIO PSS BUILDING									
ACCOUNT TOTAL							403.70	0.00	403.70
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
945		06/22 AP		12/06/21	0000000	IOWA LAW ENFORCEMENT ACADEMY	150.00		12/14/21
EVALUATION OF MMPI CARSON JENSEN									
945		06/22 AP		12/06/21	0000000	IOWA LAW ENFORCEMENT ACADEMY	150.00		12/14/21
EVALUATION OF MMPI DALTON EPLEY									
945		06/22 AP		11/18/21	0000000	DOLLESLAGER, RICK	300.00		12/14/21
PRE-EMPLOYMENT POLYGRAPH DALTON EPLEY/O. MARTINEZ									
ACCOUNT TOTAL							600.00	0.00	600.00
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
945		06/22 AP		12/09/21	0000000	SECRETARY, STATE OF IOWA	30.00		12/14/21
RENEW NOTARY-B.JOHANNSEN									
945		06/22 AP		12/07/21	0000000	SECRETARY, STATE OF IOWA	30.00		12/14/21
RENEW NOTARY-SAM SHAFER									
945		06/22 AP		12/06/21	0000000	SECRETARY, STATE OF IOWA	30.00		12/14/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS						continued				
945				06/22 AP 12/01/21	0000000	RENEW NOTARY-C. BARRON SECRETARY, STATE OF IOWA	30.00			12/14/21
908				06/22 AP 11/18/21	0138853	RENEW NOTARY-S. MOORE US BANK 2022 DUES-BROOKE HEUER	50.00			12/08/21
ACCOUNT TOTAL							170.00	.00		170.00
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
908				06/22 AP 11/11/21	0138853	US BANK	37.50			12/08/21
908				06/22 AP 11/11/21	0138853	LOVE S TRAVEL 00006841 FUEL-ANN.SWAT TEAM TRNG. US BANK	20.00			12/08/21
908				06/22 AP 11/10/21	0138853	LOVE S TRAVEL 00006841 FUEL-ANN.SWAT TEAM TRNG. US BANK	130.33			12/08/21
908				06/22 AP 11/10/21	0138853	HY-VEE JOHNS MKT GRL 4318 MEALS-ANN.SWAT TEAM TRNG. US BANK	214.64			12/08/21
908				06/22 AP 11/10/21	0138853	JIMMY JOHNS # 802 MEALS-ANN.SWAT TEAM TRNG. US BANK	107.81			12/08/21
908				06/22 AP 11/10/21	0138853	CASEYS GEN STORE 2816 MEALS-ANN.SWAT TEAM TRNG. US BANK	191.12			12/08/21
908				06/22 AP 11/10/21	0138853	JETHRO S PORK CHOP GRILL MEALS-ANN.SWAT TEAM TRNG. US BANK	560.00			12/08/21
908				06/22 AP 10/21/21	0138853	IA PUBLIC DEF TRAINING HOTEL-ANN.SWAT TEAM TRNG. US BANK		497.28		12/08/21
ACCOUNT TOTAL							1,261.40	497.28		764.12
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
908				06/22 AP 11/01/21	0138853	US BANK IN *THE CTK GROUP REG.INT.& INTERR.-ABBOTT	475.00			12/08/21
ACCOUNT TOTAL							475.00	.00		475.00
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
945				06/22 AP 10/21/21	0000000	WERTJES UNIFORMS	84.00			12/14/21
945				06/22 AP 09/29/21	0000000	UNIFORM ALLOWANCE-PANTS CAITLIN RYAN WERTJES UNIFORMS	52.99			12/14/21
945				06/22 AP 09/29/21	0000000	UNIFORM ALLOWANCE-POLO+ KRISTI HANSON WERTJES UNIFORMS	20.95			12/14/21
945				06/22 AP 09/24/21	0000000	UNIFORM ALLOWANCE-PATCHES GAVIN CARMAN WERTJES UNIFORMS	884.00			12/14/21
945				06/22 AP 09/23/21	0000000	HI-VIS POLOS-BIKE PATROL ABBOTT/SCHMIDT/DOUGAN/LEN WERTJES UNIFORMS	47.99			12/14/21
945				06/22 AP 09/17/21	0000000	UNIFORM ALLOWANCE-POLO JOHN KRAMER WERTJES UNIFORMS	54.49			12/14/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
						continued				
945		06/22 AP		09/15/21	0000000	WERTJES UNIFORMS	90.98			12/14/21
						UNIF.ALLOW-SHIRTS;PATCHES				
						MARTY BECKNER				
945		06/22 AP		09/14/21	0000000	WERTJES UNIFORMS	121.16			12/14/21
						UNIF.ALLOW.-POLO;GLOVES				
						CAITLIN RYAN				
						UNIFORM ALLOWANCE-SHIRTS+				
						CRAIG BERTE				
						ACCOUNT TOTAL	1,356.56	.00		1,356.56
101-5521-415.93-01						EQUIPMENT / EQUIPMENT				
945		06/22 AP		12/08/21	0000000	INTOXIMETERS INC.	415.00			12/14/21
						1 BREATHALIZER				
						ACCOUNT TOTAL	415.00	.00		415.00
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
884		06/22 AP		11/05/21	0000000	CITY LAUNDERING CO.	55.15			12/14/21
						FIRST AID KIT SUPPLIES				
						ACCOUNT TOTAL	55.15	.00		55.15
101-6613-433.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
908		06/22 AP		10/22/21	0138853	US BANK	35.55			12/08/21
						SARENTOS ITALIAN RESTAUR				
						MEAL:DONAHUE-CIMS TRAING				
908		06/22 AP		10/21/21	0138853	US BANK	39.99			12/08/21
						GLACIER CANYON LLC				
						HOTEL:DONAHUE-CIMS TRAING				
908		06/22 AP		10/21/21	0138853	US BANK	20.45			12/08/21
						WILBAR INC				
						MEAL:DONAHUE-CIMS TRAING				
						ACCOUNT TOTAL	95.99	.00		95.99
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
934		06/22 AP		11/30/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	195.90			12/14/21
						LINERS, TISSUES, TOWELS,				
						SOAP, CLEANER				
PROJECT#:						062503				
934		06/22 AP		11/30/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	378.51			12/14/21
						LINERS, TISSUES, TOWELS,				
						SOAP, CLEANER				
PROJECT#:						062507				
934		06/22 AP		11/30/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	38.48			12/14/21
						LINERS, TISSUES, TOWELS				
						SOAP, CLEANER				
PROJECT#:						062511				
902		06/22 AP		11/23/21	0000000	ECHO GROUP, INC.	76.20			12/14/21
						LIGHT BULBS				
PROJECT#:						062503				
884		06/22 AP		11/15/21	0000000	ECHO GROUP, INC.	65.16			12/14/21
						LIGHT BULBS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
PROJECT#: 062503										
902		06/22 AP		10/31/21	0000000	NAPA AUTO PARTS	4,717.69			12/14/21
PARTS & EXPENSES OCT'21										
908		06/22 AP		10/29/21	0138853	US BANK	59.94			12/08/21
AMZN MKTP US*G98R25UU3 FACE MASKS										
PROJECT#: 062506										
908		06/22 AP		10/27/21	0138853	US BANK	96.50			12/08/21
AMZN MKTP US*3Z90532B3 FACE MASKS										
PROJECT#: 062506										
ACCOUNT TOTAL							5,628.38	.00		5,628.38
101-6616-446.72-17 OPERATING SUPPLIES / UNIFORMS										
891		06/22 AP		11/13/21	0000000	SERVICEWEAR APPAREL, INC.	106.49			12/14/21
UNIFORMS FOR PUB BLDG										
ACCOUNT TOTAL							106.49	.00		106.49
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
902		06/22 AP		11/30/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	18.11			12/14/21
LIMIT SWITCH										
PROJECT#: 062506										
902		06/22 AP		11/29/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	52.95			12/14/21
FURNACE LIMIT SWITCH										
PROJECT#: 062506										
902		06/22 AP		11/24/21	0000000	O'DONNELL ACE HARDWARE	7.69			12/14/21
ADHESIVE										
PROJECT#: 062507										
902		06/22 AP		11/19/21	0000000	ECHO GROUP, INC.	149.55			12/14/21
BREAKER										
PROJECT#: 062507										
884		06/22 AP		11/18/21	0000000	ECHO GROUP, INC.	98.18			12/14/21
BREAKER										
PROJECT#: 062507										
884		06/22 AP		11/17/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	49.59			12/14/21
THERMOSTAT										
PROJECT#: 062506										
891		06/22 AP		11/17/21	0000000	O'DONNELL ACE HARDWARE	1.27			12/14/21
NUTS AND BOLTS										
PROJECT#: 062503										
891		06/22 AP		11/08/21	0000000	O'DONNELL ACE HARDWARE	1.62			12/14/21
SCREWS										
PROJECT#: 062506										
908		06/22 AP		10/21/21	0138853	US BANK	94.60			12/08/21
BALLASTSHOP LED DRIVERS/LIGHTING REP										
PROJECT#: 062506										
908		06/22 AP		10/21/21	0138853	US BANK	88.60			12/08/21

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
PROJECT#: 062511										
934		06/22 AP		08/27/21	0000000	RESTORATION SERVICES, INC.	305.00			12/14/21
PROJECT#: 062507										
ACCOUNT TOTAL							867.16	.00	867.16	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
934		06/22 AP		12/03/21	0000000	PLUNKETT'S PEST CONTROL, INC	75.00			12/14/21
PROJECT#: 062509										
ACCOUNT TOTAL							75.00	.00	75.00	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
934		06/22 AP		12/03/21	0000000	ARAMARK	32.30			12/14/21
PROJECT#: 062506										
934		06/22 AP		12/03/21	0000000	ARAMARK	13.00			12/14/21
PROJECT#: 062501										
902		06/22 AP		12/01/21	0000000	FRESH START CLEANING SOLUTION	3,700.00			12/14/21
PROJECT#: 062501										
902		06/22 AP		12/01/21	0000000	FRESH START CLEANING SOLUTION	700.00			12/14/21
PROJECT#: 062509										
902		06/22 AP		12/01/21	0000000	FRESH START CLEANING SOLUTION	7,000.00			12/14/21
PROJECT#: 062507										
902		06/22 AP		12/01/21	0000000	FRESH START CLEANING SOLUTION	5,030.00			12/14/21
PROJECT#: 062506										
902		06/22 AP		12/01/21	0000000	FRESH START CLEANING SOLUTION	770.00			12/14/21
PROJECT#: 062508										
902		06/22 AP		12/01/21	0000000	FRESH START CLEANING SOLUTION	3,300.00			12/14/21
PROJECT#: 062503										
902		06/22 AP		12/01/21	0000000	FRESH START CLEANING SOLUTION	1,500.00			12/14/21
PROJECT#: 062505										
934		06/22 AP		11/29/21	0000000	IA.DIV.LABOR-BOILER/ELEVATOR	75.00			12/14/21
PROJECT#: 062501										
902		06/22 AP		11/26/21	0000000	ARAMARK	13.00			12/14/21

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				
						MAT SERVICE				
	902			06/22	AP 11/26/21 0000000	ARAMARK	28.80			12/14/21
						MAT SERVICE				
	884			06/22	AP 11/19/21 0000000	ARAMARK	13.00			12/14/21
						MAT SERVICE				
	884			06/22	AP 11/19/21 0000000	ARAMARK	25.30			12/14/21
						MAT SERVICE				
	934			06/22	AP 09/15/21 0000000	PROSHIELD FIRE & SECURITY	463.00			12/14/21
						FIRE EXTINGUISHER SERVICE				
						MAT SERVICE				
						ACCOUNT TOTAL	22,663.40	0.00		22,663.40
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING										
	884			06/22	AP 11/17/21 0000000	JOHNSTONE SUPPLY OF WATERLOO	991.33			12/14/21
						606 UNION RD HVAC REPAIR				
	891			06/22	AP 11/16/21 0000000	PLUMB TECH INC.	80.00			12/14/21
						BACKFLOW REPAIR				
	891			06/22	AP 11/16/21 0000000	PLUMB TECH INC.	120.00			12/14/21
						HVAC REPAIR				
						ACCOUNT TOTAL	1,191.33	0.00		1,191.33
101-6616-446.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
	891			06/22	AP 11/15/21 0000000	MILLER WINDOW SERVICE	90.00			12/14/21
						WINDOW CLEANING-BUS STOPS				
						ACCOUNT TOTAL	90.00	0.00		90.00
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
	902			06/22	AP 11/23/21 0000000	TESTAMERICA LABORATORIES, INC	20.00			12/14/21
						WATER TEST PRO SHOP				
						ACCOUNT TOTAL	20.00	0.00		20.00
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
	907			06/22	AP 11/24/21 0000000	MENARDS-CEDAR FALLS	114.30			12/14/21
						TOTES				
						MOVING				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC. #9 WINDOW ENVELOPES	14.45			12/14/21
ACCOUNT TOTAL							128.75	.00	128.75	
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
928		06/22 AP		12/02/21	0000000	THOMPSON SHOES SAFETY SHOES-M TOLAN	160.00			12/14/21
ACCOUNT TOTAL							160.00	.00	160.00	
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
908		06/22 AP		11/19/21	0138853	US BANK	29.83			12/08/21
						ALLEN PRECISION EQUIPMENT				
908		06/22 AP		10/28/21	0138853	US BANK	96.00			12/08/21
						AMZN MKTP US*2Y6RY49P2				
908		06/22 AP		10/28/21	0138853	US BANK	61.00			12/08/21
						AMZN MKTP US*N42U25GG3				
ACCOUNT TOTAL							186.83	.00	186.83	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
907		06/22 AP		11/19/21	0000000	MIDAMERICAN ENERGY FINCHFORD RIVER GAUGE	10.15			12/14/21
ACCOUNT TOTAL							10.15	.00	10.15	
101-6625-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
907		06/22 AP		12/01/21	0000000	ASSOC. OF STATE FLOODPLAIN MA 2022 ANNUAL INDIV. MEMBER	165.00			12/14/21
ACCOUNT TOTAL							165.00	.00	165.00	
101-6625-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
907		06/22 AP		11/30/21	0000000	IOWA DEPT-TRANSPORTATION	120.00			12/14/21
						PCC LVL 1 RECERT-S.BROOKS				
907		06/22 AP		11/29/21	0000000	IOWA DEPT-TRANSPORTATION	120.00			12/14/21
						PCC LVL 1 RECERT-J.HAGER				
908		06/22 AP		11/15/21	0138853	US BANK	250.00			12/08/21
						TRB				
908		06/22 AP		11/11/21	0138853	US BANK	863.00			12/08/21
						AASHTO				
ACCOUNT TOTAL							1,353.00	.00	1,353.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6625-432.86-25						REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.				
931		06/22 AP		12/06/21	0000000	TERRACON CONSULTANTS, INC.	374.95			12/14/21
						3257-WILD HORSE 5TH ADD.				
						11/22-11/27/21				
PROJECT#:					023257					
931		06/22 AP		11/30/21	0000000	SNYDER & ASSOCIATES, INC.	15,684.40			12/14/21
						3282-2021 SURVEY SERVICES				
						SERVICES THRU 10/31/21				
PROJECT#:					023282					
907		06/22 AP		11/22/21	0000000	TERRACON CONSULTANTS, INC.	467.27			12/14/21
						3257-WILD HORSE 5TH ADD.				
						11/03-11/13/21				
PROJECT#:					023257					
907		06/22 AP		11/11/21	0000000	AECOM TECHNICAL SERVICES, INC	10,566.65			12/14/21
						3282-2021 SURVEY SERVICES				
						10/09-11/05/21				
PROJECT#:					023282					
						ACCOUNT TOTAL	27,093.27	.00		27,093.27
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
891		06/22 AP		11/22/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.20			12/14/21
						PENS				
						ACCOUNT TOTAL	9.20	.00		9.20
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
928		06/22 AP		12/01/21	0000000	BROWN'S SHOE FIT	160.00			12/14/21
						SAFETY SHOES-A IVERSON				
						P.O. 56669				
928		06/22 AP		12/01/21	0000000	BROWN'S SHOE FIT	120.00			12/14/21
						SAFETY SHOES-K CROSS				
						P.O. 56676				
928		06/22 AP		12/01/21	0000000	BROWN'S SHOE FIT	160.00			12/14/21
						SAFETY SHOES-A HOYER				
						P.O. 56671				
902		06/22 AP		11/24/21	0000000	MENARDS-CEDAR FALLS	139.93			12/14/21
						FOLDING QUADBURST				
891		06/22 AP		11/23/21	0000000	BUTLER COUNTY PHEASANTS FOREV	1,920.00			12/14/21
						NATIVE GRASS SEED				
						POLLINATORS				
934		06/22 AP		11/23/21	0000000	BENTON BUILDING CENTER	255.15			12/14/21
						606 BUILDING REPAIR				
884		06/22 AP		11/22/21	0000000	DIAMOND VOGEL PAINT - #52	13.86			12/14/21
						PAINT ROLLERS				
891		06/22 AP		11/22/21	0000000	O'DONNELL ACE HARDWARE	17.77			12/14/21
						RAZOR BLADES AND SCRAPERS				
908		06/22 AP		11/19/21	0138853	US BANK	730.44			12/08/21
						IN *3T PRODUCTS				
						REFLECTIVE SNOW MARKERS				
934		06/22 AP		11/19/21	0000000	NORTH AMERICAN SAFETY, INC	801.21			12/14/21
						HI VISION UNIFORMS PARKS				
891		06/22 AP		11/17/21	0000000	O'DONNELL ACE HARDWARE	51.33			12/14/21
						BRUSHES,CLOROX,DAWN				
934		06/22 AP		11/16/21	0000000	NORTH AMERICAN SAFETY, INC	49.99			12/14/21
						HI VISION UNIFORMS PARKS				
891		06/22 AP		11/15/21	0000000	PLUMB SUPPLY COMPANY, LLC	463.04			12/14/21

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
						DELTA FAUCET			
902		06/22 AP		11/15/21	0000000	FASTENAL COMPANY	57.58		12/14/21
						SUPPLIES-HCS 5/8			
891		06/22 AP		11/13/21	0000000	SERVICEWEAR APPAREL, INC.	442.89		12/14/21
						UNIFORMS FOR PARKS			
884		06/22 AP		11/11/21	0000000	FERGUSON ENTERPRISES, INC.	7.96		12/14/21
						GASKET			
884		06/22 AP		11/10/21	0000000	COMPRESSED AIR & EQUIPMENT	619.58		12/14/21
						COMPRESSOR REGULATOR			
891		06/22 AP		11/08/21	0000000	O'DONNELL ACE HARDWARE	52.06		12/14/21
						COUPLER, CEMENT, PRIMER,			
						CLEANER			
891		06/22 AP		11/08/21	0000000	O'DONNELL ACE HARDWARE	49.94		12/14/21
						CABLE TIES			
908		06/22 AP		11/08/21	0138853	US BANK	95.00		12/08/21
						IOWA DNR SALES			
						2995 WATER PERMIT			
884		06/22 AP		11/04/21	0000000	BLACK HAWK RENTAL	593.38		12/14/21
						AIR COMPRESSOR RENTAL			
						FINAL INVOICE			
902		06/22 AP		10/31/21	0000000	NAPA AUTO PARTS	114.16		12/14/21
						PARTS & EXPENSES OCT'21			
934		06/22 AP		10/31/21	0000000	CULLIGAN WATER CONDITIONING	8.35		12/14/21
						WATER AT 606 UNION RD			
						ACCOUNT TOTAL	6,923.62	.00	6,923.62
101-6633-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
931		06/22 AP		12/08/21	0000000	RITLAND & KUIPER LANDSCAPE AR	750.00		12/14/21
						SEERLEY PARK IMPROVEMENTS			
						11/01-11/30/21			
						ACCOUNT TOTAL	750.00	.00	750.00
101-6633-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
908		06/22 AP		10/25/21	0138853	US BANK	110.88		12/08/21
						FAIRFIELD INN AND SUIT			
						HOTEL:MORRIS-IA SOC.FORES			
908		06/22 AP		10/25/21	0138853	US BANK	110.88		12/08/21
						FAIRFIELD INN AND SUIT			
						HOTEL:RIEGER-IA SOC.FORES			
						ACCOUNT TOTAL	221.76	.00	221.76
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
908		06/22 AP		11/10/21	0138853	US BANK	495.00		12/08/21
						NORTH IOWA AREA COMM COLL			
						CDL CLASS LOGAN CLEMENTS			
						ACCOUNT TOTAL	495.00	.00	495.00
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued			
902		06/22 AP		11/23/21	0000000	TESTAMERICA LABORATORIES, INC	22.00		12/14/21
						WATER TEST BEACH HOUSE			
ACCOUNT TOTAL							22.00	.00	22.00
FUND TOTAL							135,170.07	598.63	134,571.44
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
891		06/22 AP		11/23/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.30		12/14/21
						PENS WITH CHAINS			
891		06/22 AP		11/22/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.46		12/14/21
						PENS AND SOAP			
ACCOUNT TOTAL							32.76	.00	32.76
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS									
934		06/22 AP		11/19/21	0000000	NORTH AMERICAN SAFETY, INC	663.86		12/14/21
						HI VISION UNIFORMS STREET			
934		06/22 AP		11/16/21	0000000	NORTH AMERICAN SAFETY, INC	341.95		12/14/21
						HI VISION UNIFORMS STREET			
891		06/22 AP		11/13/21	0000000	SERVICEWEAR APPAREL, INC.	462.38		12/14/21
						UNIFORMS FOR STREETS			
ACCOUNT TOTAL							1,468.19	.00	1,468.19
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
934		06/22 AP		11/30/21	0000000	MENARDS-CEDAR FALLS	19.92		12/14/21
						CONSTRUCTION ADHESIVE			
934		06/22 AP		11/19/21	0000000	FASTENAL COMPANY	206.40		12/14/21
						ANCHORS TO REMOVE CONCRET			
902		06/22 AP		11/09/21	0000000	STETSON BUILDING PRODUCTS LLC	12.67		12/14/21
						SONO TUBE FOR PUBLIC SAFT			
ACCOUNT TOTAL							238.99	.00	238.99
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
934		06/22 AP		11/30/21	0000000	COMPASS MINERALS AMERICA	2,131.40		12/14/21
						ROAD SALT			
934		06/22 AP		11/30/21	0000000	MENARDS-CEDAR FALLS	293.94		12/14/21
						SNOW FENCE			
902		06/22 AP		11/19/21	0000000	COMPASS MINERALS AMERICA	13,049.17		12/14/21
						ROAD SALT			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 206 STREET CONSTRUCTION FUND											
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL							continued				
902		06/22 AP		11/18/21	0000000	COMPASS MINERALS AMERICA	6,398.43			12/14/21	
		ROAD SALT									
884		06/22 AP		11/17/21	0000000	COMPASS MINERALS AMERICA	10,868.50			12/14/21	
		ROAD SALT									
884		06/22 AP		11/16/21	0000000	COMPASS MINERALS AMERICA	6,655.83			12/14/21	
		ROAD SALT									
		ACCOUNT TOTAL						39,397.27	.00		39,397.27
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES											
928		06/22 AP		12/02/21	0000000	THOMPSON SHOES	160.00			12/14/21	
		SAFETY SHOES-J SMITH				P.O. 56674					
		ACCOUNT TOTAL						160.00	.00		160.00
206-6637-436.72-61 OPERATING SUPPLIES / WEATHER SCAN PROGRAM											
891		06/22 AP		11/19/21	0000000	DTN, LLC	1,536.00			12/14/21	
		WEATHER FORECAST SUBSCRIP				12/15/21-12/14/22					
		ACCOUNT TOTAL						1,536.00	.00		1,536.00
206-6637-436.73-32 OTHER SUPPLIES / STREETS											
934		06/22 AP		11/30/21	0000000	ASPRO, INC.	1,430.88			12/14/21	
		HOT MIX ASPHALT									
884		06/22 AP		11/22/21	0000000	BUILDERS SELECT LLC	19.99			12/14/21	
		FORM BOARD									
902		06/22 AP		11/22/21	0000000	BENTON'S READY MIX CONCRETE,	404.25			12/14/21	
		10TH STREET CONCRETE FOR				APRON AND CURE					
884		06/22 AP		11/16/21	0000000	BENTON'S READY MIX CONCRETE,	330.75			12/14/21	
		CONCRETE FOR BOX OUTS				4828 IRONWOOD DR					
884		06/22 AP		11/13/21	0000000	BMC AGGREGATES L.C.	169.80			12/14/21	
		CLEAN ROADSTONE									
902		06/22 AP		10/31/21	0000000	NAPA AUTO PARTS	5,978.94			12/14/21	
		PARTS & EXPENSES OCT'21									
		ACCOUNT TOTAL						8,334.61	.00		8,334.61
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS											
931		06/22 AP		12/06/21	0000000	TERRACON CONSULTANTS, INC.	932.55			12/14/21	
		3240-W27TH SANITARY SEWER				SERVICES THRU 11/27/21					
PROJECT#:		023240									
907		06/22 AP		12/01/21	0000000	PIRC-TOBIN CONSTRUCTION INC.	82,540.10			12/14/21	
		3240-W27TH SANITARY SEWER									
PROJECT#:		023240									
907		06/22 AP		11/18/21	0000000	AECOM TECHNICAL SERVICES, INC	42,403.21			12/14/21	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS continued										
PROJECT#: 023240										
ACCOUNT TOTAL							125,875.86	.00	125,875.86	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
902		06/22 AP		11/16/21	0000000	MENARDS-CEDAR FALLS	34.93			12/14/21
FLASH DRIVES,TAPE										
934		06/22 AP		11/15/21	0000000	FASTENAL COMPANY	23.84			12/14/21
DRILL BITS										
902		06/22 AP		11/12/21	0000000	ECHO GROUP, INC.	.38			12/14/21
ELECTRICAL SUPPLIES										
908		06/22 AP		10/25/21	0138853	US BANK	77.96			12/08/21
ALLIED ELECTRONICS INC ELECTRICAL SUPPLIES										
ACCOUNT TOTAL							137.11	.00	137.11	
206-6647-436.72-17 OPERATING SUPPLIES / UNIFORMS										
934		06/22 AP		11/16/21	0000000	NORTH AMERICAN SAFETY, INC	95.99			12/14/21
HI VISION UNIFORMS TRAFFI										
891		06/22 AP		11/13/21	0000000	SERVICEWEAR APPAREL, INC.	60.16			12/14/21
UNIFORMS FOR TRAFFIC OPS										
ACCOUNT TOTAL							156.15	.00	156.15	
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS										
902		06/22 AP		10/29/21	0000000	IOWA PRISON INDUSTRIES	5,021.25			12/14/21
SIGNS										
891		06/22 AP		10/21/21	0000000	SMARTSIGN	941.25			12/14/21
SIGNS										
ACCOUNT TOTAL							5,962.50	.00	5,962.50	
206-6647-436.86-19 REPAIR & MAINTENANCE / TRAFFIC SIGNAL REPAIR										
902		06/22 AP		10/14/21	0000000	MOBOTREX, INC	287.50			12/14/21
CONTROLLER DATA SAVE										
ACCOUNT TOTAL							287.50	.00	287.50	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
891		06/22 AP		11/12/21	0000000	TRAFFIC CONTROL CORPORATION	2,850.00			12/14/21
RRFB REPLACEMENT										
ACCOUNT TOTAL							2,850.00	.00	2,850.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 206 STREET CONSTRUCTION FUND									
FUND TOTAL							186,436.94	.00	186,436.94
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	24.09		12/14/21
#9 WINDOW ENVELOPES									
ACCOUNT TOTAL							24.09	.00	24.09
FUND TOTAL							24.09	.00	24.09
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.59		12/14/21
COPY PAPER 8-1/2X11 & 11X17									
ACCOUNT TOTAL							1.59	.00	1.59
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING									
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	9.63		12/14/21
#9 WINDOW ENVELOPES									
ACCOUNT TOTAL							9.63	.00	9.63
FUND TOTAL							11.22	.00	11.22
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-51 STRUCTURE IMPROV & BLDGS / SEAL COAT PROGRAM									
948		06/22 AP		11/16/21	0000000	ASTECH CORPORATION	10,995.73		12/14/21
3234-2020 SEAL COAT PROJECT FINAL OUT									
PROJECT#: 023234									
948		06/22 AP		11/16/21	0000000	BLACKTOP SERVICE COMPANY	8,234.12		12/14/21
3272-2021 SEAL COAT PROJECT FINAL OUT									
PROJECT#: 023272									
ACCOUNT TOTAL							19,229.85	.00	19,229.85
242-1240-431.95-16 BOND FUND PROJECTS / UNIVERSITY AVENUE									
931		06/22 AP		12/08/21	0000000	WATERLOO, CITY OF	18,867.26		12/14/21
UNIV AVE PH II JOINT PROJ PAY ESTIMATES 36-51									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 242 STREET REPAIR FUND									
242-1240-431.95-16 BOND FUND PROJECTS / UNIVERSITY AVENUE						continued			
ACCOUNT TOTAL							18,867.26	.00	18,867.26
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
907		06/22 AP		11/24/21	00000000	FOTH INFRASTRUCTURE & ENVIRON 3283-MAIN ST RECONSTRUCT. SERVICES THRU 10/31/21	25,628.16		12/14/21
PROJECT#: 023283									
ACCOUNT TOTAL							25,628.16	.00	25,628.16
FUND TOTAL							63,725.27	.00	63,725.27
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
928		06/22 AP		11/30/21	00000000	OFFICE EXPRESS OFFICE PRODUCT	.19		12/14/21
CALC.RIBBON									
928		06/22 AP		11/29/21	00000000	OFFICE EXPRESS OFFICE PRODUCT	.22		12/14/21
CORRECTION TAPE									
928		06/22 AP		11/29/21	00000000	OFFICE EXPRESS OFFICE PRODUCT	7.95		12/14/21
COPY PAPER 8-1/2X11 & 11X17									
908		06/22 AP		10/22/21	0138853	US BANK	84.68		12/08/21
B&H PHOTO 800-606-6969									
949		06/22 AP		09/21/21	00000000	PARKADE PRINTER, INC.	9.63		12/14/21
#9 WINDOW ENVELOPES									
ACCOUNT TOTAL							102.67	.00	102.67
254-1088-431.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
908		06/22 AP		11/12/21	0138853	US BANK	99.95		12/08/21
DIGITAL JUICE									
YEARLY SUBSCRIPTION FEE									
ACCOUNT TOTAL							99.95	.00	99.95
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
908		06/22 AP		10/25/21	0138853	US BANK		129.18	12/08/21
PANASONIC MCALLEN TX									
REFUND SALES TAX									
908		06/22 AP		10/21/21	0138853	US BANK	2,024.58		12/08/21
PANASONIC MCALLEN TX									
REPAIR DAMAGED LEMO OPTIC									
ACCOUNT TOTAL							2,024.58	129.18	1,895.40
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
908		06/22 AP		11/17/21	0138853	US BANK		5.00	12/08/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued				
908		06/22	AP	11/05/21	0138853	HUHOT MONGOLIAN GRILL 95 CREDIT FOR TIP US BANK	49.01			12/08/21
908		06/22	AP	11/05/21	0138853	NOODLES & CO 533 MEALS:CF VB STATE CHMPSPH US BANK	9.90			12/08/21
908		06/22	AP	11/02/21	0138853	CASEYS GEN STORE 3294 MEAL:CF VB STATE US BANK	14.20			12/08/21
908		06/22	AP	11/02/21	0138853	MCDONALD'S F29632 MEAL:CF STATE VOLLEYBALL US BANK	26.90			12/08/21
908		06/22	AP	11/02/21	0138853	HUHOT MONGOLIAN GRILL 95 MEAL:CF STATE VOLLEYBALL US BANK	12.39			12/08/21
908		06/22	AP	10/25/21	0138853	MCDONALD'S F29632 MEAL:CF STATE VOLLEYBALL US BANK	55.64			12/08/21
908		06/22	AP	10/25/21	0138853	CASEYS PIZZA 3610 MEALS:CF FB DOUBLE HEADER US BANK	19.33			12/08/21
						CASEYS PIZZA 3610 MEALS:CF FB DOUBLE HEADER				
ACCOUNT TOTAL							187.37	5.00		182.37
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
957		06/22	AP	12/07/21	0000000	ADVANCED MEDIA TECHNOLOGIES, MAINTENANCE PO 56677	402.00			12/14/21
928		06/22	AP	11/22/21	0000000	ASM-INCA ANNUAL SUPPORT & MARKERTEK VIDEO SUPPLY CAMPLEX HF-FUWPUW-T LEMO PO 56666	2,084.68			12/14/21
908		06/22	AP	11/19/21	0138853	US BANK	1,353.24			12/08/21
908		06/22	AP	11/12/21	0138853	B&H PHOTO 800-606-6969 QUAD OTR TRANSCEIVER US BANK		625.70		12/08/21
908		06/22	AP	11/10/21	0138853	B&H PHOTO 800-606-6969 RETURN-MID LEVEL SPREADER US BANK	567.00			12/08/21
908		06/22	AP	11/04/21	0138853	B&H PHOTO 800-606-6969 TRIPOD LEGS US BANK	873.18			12/08/21
908		06/22	AP	11/03/21	0138853	B&H PHOTO 800-606-6969 SACHTLER SPREADER/FEET US BANK	118.80			12/08/21
						B&H PHOTO 800-606-6969 ETHERNET 1-PORT PCIE CARD				
ACCOUNT TOTAL							5,398.90	625.70		4,773.20
FUND TOTAL							7,813.47	759.88		7,053.59
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
928		06/22	AP	11/30/21	0000000	OFFICE EXPRESS OFFICE PRODUCT CALC.RIBBON	.12			12/14/21
928		06/22	AP	11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT CORRECTION TAPE	.14			12/14/21
928		06/22	AP	11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER 8-1/2X11 & 11X17	7.95			12/14/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC. #9 WINDOW ENVELOPES	24.09			12/14/21
ACCOUNT TOTAL							32.30	.00	32.30	
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
928		06/22 AP		11/30/21	0000000	IPS GROUP, INC CC & GATEWAY FEES-NOV'21 (2) PAYSTATIONS	73.01			12/14/21
ACCOUNT TOTAL							73.01	.00	73.01	
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
928		06/22 AP		11/24/21	0000000	IPS GROUP, INC NEW METER CARDS-2022	36.66			12/14/21
ACCOUNT TOTAL							36.66	.00	36.66	
FUND TOTAL							141.97	.00	141.97	
FUND 261 TOURISM & VISITORS										
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
919		06/22 AP		11/30/21	0000000	U.S. COFFEE & TEA GUEST COFFEE	110.00			12/14/21
ACCOUNT TOTAL							110.00	.00	110.00	
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS										
908		06/22 AP		10/21/21	0138853	US BANK CANVA* I03214-35558027 CANVA SUBSCRIPTION	119.99			12/08/21
ACCOUNT TOTAL							119.99	.00	119.99	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
908		06/22 AP		11/15/21	0138853	US BANK FACEBK *TC2Q57FFB2 FACEBOOK-HOLIDAY LIGHTS	10.00			12/08/21
908		06/22 AP		11/12/21	0138853	US BANK FACEBK *393V37FFB2 FACEBOOK-HOLIDAY LIGHTS	10.00			12/08/21
ACCOUNT TOTAL							20.00	.00	20.00	
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
919		06/22 AP		11/23/21	0000000	FITKIN POPCORN COMPANY	44.00			12/14/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP <span style="float: right;">continued</span>										
						POPCORN/1 CASE YELLOW & 1 CASE WHITE				
ACCOUNT TOTAL							44.00	.00	44.00	
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
908		06/22 AP		11/18/21	0138853	US BANK	20.00			12/08/21
						IOWATRAVELINDUSTRY.ORG				
						ITIP DMO ROUND TABLE				
PROJECT#: 032424										
908		06/22 AP		11/18/21	0138853	US BANK	20.00			12/08/21
						EB EITA GENERAL MEMBE				
						EITA GENERAL MEMBERSHIP				
PROJECT#: 032424										
ACCOUNT TOTAL							40.00	.00	40.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
919		06/22 AP		12/03/21	0000000	ARAMARK	5.20			12/14/21
						MAT SERVICE				
919		06/22 AP		11/26/21	0000000	ARAMARK	5.20			12/14/21
						MAT SERVICE				
919		06/22 AP		11/19/21	0000000	ARAMARK	5.20			12/14/21
						MAT SERVICE				
ACCOUNT TOTAL							15.60	.00	15.60	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
908		06/22 AP		11/09/21	0138853	US BANK	23.00			12/08/21
						IOWA SPORTS SUPPLY				
						BRANDED PULLOVER FOR EVNT				
ACCOUNT TOTAL							23.00	.00	23.00	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
919		06/22 AP		11/30/21	0000000	HILTON GARDEN INN	892.80			12/14/21
						IHSAA FOOTBALL BOARD				
						SPONSOR				
PROJECT#: 032421										
908		06/22 AP		11/03/21	0138853	US BANK	177.00			12/08/21
						AMERICAN COLOR IMAGING				
						IHSAA FOOTBALL WELCOME				
PROJECT#: 032421										
ACCOUNT TOTAL							1,069.80	.00	1,069.80	
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
919		06/22 AP		11/30/21	0000000	STURGIS FALLS CELEBRATION, IN	1,000.00			12/14/21
						GRANT:STURGIS FALLS'21				
PROJECT#: 032420										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS						continued				
919		06/22 AP		11/30/21	0000000	IOWA HIGH SCHOOL ATHLETIC ASS	15,000.00			12/14/21
		GRANT:2021 IHSAA FOOTBALL				SEMI-FINALS & FINALS				
PROJECT#:		032421								
919		06/22 AP		11/20/21	0000000	CEDAR BASIN MUSIC FESTIVAL	1,000.00			12/14/21
		GRANT:2021 CBMF								
PROJECT#:		032420								
ACCOUNT TOTAL							17,000.00	.00		17,000.00
261-2291-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS										
928		06/22 AP		12/09/21	0000000	GROW CEDAR VALLEY	11,330.00			12/14/21
		FY22 1ST 1/2 BASE PAYMENT				JUL-DEC 2021				
ACCOUNT TOTAL							11,330.00	.00		11,330.00
FUND TOTAL							29,772.39	.00		29,772.39
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.93-01 EQUIPMENT / EQUIPMENT										
910		06/22 AP		11/22/21	0138853	US BANK	9.99			12/08/21
		AMZN MKTP US*N00AH85J3 AM				CLOCK				
ACCOUNT TOTAL							9.99	.00		9.99
FUND TOTAL							9.99	.00		9.99
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
296-6623-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
934		06/22 AP		11/29/21	0000000	GOODWIN TUCKER GROUP	209.70			12/14/21
		ICE MAKER SERVICE								
884		06/22 AP		11/19/21	0000000	CAHOY PUMP SERVICE INC.	14,953.00			12/14/21
		IRRIGATION PUMP REPLACE								
ACCOUNT TOTAL							15,162.70	.00		15,162.70
FUND TOTAL							15,162.70	.00		15,162.70

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE	
								POST DT	
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43						CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE			
908		06/22 AP		10/28/21	0138853	US BANK	180.00	12/08/21	
						IA DNR FEES AND PAYMENTS RIVER RECREATION FEES			
						ACCOUNT TOTAL	180.00	.00	180.00
						FUND TOTAL	180.00	.00	180.00
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 2004 TIF BOND									
430-1220-431.97-82						TIF BOND PROJECTS / STREETSCAPE MAINTENANCE			
907		06/22 AP		11/30/21	0000000	OWEN CONTRACTING INC.	12,337.49	12/14/21	
						PROJECT#: 3242-DWNTWN STREETSCP II 023242			
						ACCOUNT TOTAL	12,337.49	.00	12,337.49
430-1220-431.97-83						TIF BOND PROJECTS / TIF LEGAL FEES			
928		06/22 AP		12/01/21	0000000	AHLERS AND COONEY, P.C.	93.00	12/14/21	
						LGL:URBAN RENEWAL 11/17/21			
						ACCOUNT TOTAL	93.00	.00	93.00
430-1220-431.98-47						CAPITAL PROJECTS / CYBER LANE			
907		06/22 AP		12/01/21	0000000	OWEN CONTRACTING INC.	11,715.87	12/14/21	
						PROJECT#: 3245-CYBER LANE EXTENSION 023245			
						ACCOUNT TOTAL	11,715.87	.00	11,715.87
						FUND TOTAL	24,146.36	.00	24,146.36

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 431	2014	BOND								
FUND 432	2003	BOND								
FUND 433	2001	TIF								
FUND 434	2000	BOND								
FUND 435	1999	TIF								
FUND 436	2012	BOND								
436-1220-431.98-26		CAPITAL PROJECTS /				DOWNTOWN LEVEE IMPROVEMNT				
907	06/22 AP	11/16/21 0000000				AECOM TECHNICAL SERVICES, INC	9,476.30			12/14/21
		3251-FEMA LEVEE CERT.				10/16-11/12/21				
PROJECT#:		023251								
		ACCOUNT TOTAL					9,476.30	.00	9,476.30	
		FUND TOTAL					9,476.30	.00	9,476.30	
FUND 437	2018	BOND								
FUND 438	2020	BOND FUND								
438-1220-431.95-27		BOND FUND PROJECTS /				UNION ROAD TRAIL				
931	06/22 AP	12/06/21 0000000				TERRACON CONSULTANTS, INC.	673.49			12/14/21
		3217-UNION ROAD TRAIL				SERVICES THRU 11/27/21				
PROJECT#:		023217								
907	06/22 AP	12/01/21 0000000				LODGE CONSTRUCTION, INC	103,789.78			12/14/21
		3217-UNION ROAD TRAIL								
PROJECT#:		023217								
907	06/22 AP	11/22/21 0000000				TERRACON CONSULTANTS, INC.	807.14			12/14/21
		3217-UNION ROAD TRAIL				SERVICES THRU 11/13/21				
PROJECT#:		023217								
907	06/22 AP	11/17/21 0000000				SNYDER & ASSOCIATES, INC.	2,997.15			12/14/21
		3217-UNION ROAD TRAIL				SERVICES THRU 10/31/21				
PROJECT#:		023217								
		ACCOUNT TOTAL					108,267.56	.00	108,267.56	
438-1220-431.95-73		BOND FUND PROJECTS /				SIDEWALK RECONSTRUCTION				
907	06/22 AP	12/01/21 0000000				COBALT CONTRACTING LC	9,800.53			12/14/21
		3266-'21 PUBLIC SIDEWALK								
PROJECT#:		023266								
		ACCOUNT TOTAL					9,800.53	.00	9,800.53	
438-1220-431.98-23		CAPITAL PROJECTS /				GREENHILL RD & S MAIN INT				
931	06/22 AP	12/01/21 0000000				QUESTCDN	120.00			12/14/21
		3228-GREENHILL/S MAIN INT				11/19/21-8 BIDS				
PROJECT#:		023228								
907	06/22 AP	11/18/21 0000000				SHIVE-HATTERY	6,737.50			12/14/21
		3228-GREENHILL/S MAIN INT				SERVICES THRU 11/12/21				
PROJECT#:		023228								

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 438 2020 BOND FUND										
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT						continued				
ACCOUNT TOTAL							6,857.50	.00	6,857.50	
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON										
931		06/22 AP		12/06/21	0000000	TERRACON CONSULTANTS, INC.	2,845.51			12/14/21
PROJECT#:						3171-CEDAR HEIGHTS RECON.				
						023171				
931		06/22 AP		11/30/21	0000000	SNYDER & ASSOCIATES, INC.	35,091.53			12/14/21
PROJECT#:						3171-CEDAR HEIGHTS RECON.				
						023171				
907		06/22 AP		11/22/21	0000000	TERRACON CONSULTANTS, INC.	3,090.23			12/14/21
PROJECT#:						3171-CEDAR HEIGHTS RECON.				
						023171				
ACCOUNT TOTAL							41,027.27	.00	41,027.27	
438-1220-431.98-85 CAPITAL PROJECTS / LAKE STREET TRAIL										
907		06/22 AP		11/17/21	0000000	AECOM TECHNICAL SERVICES, INC	1,929.42			12/14/21
PROJECT#:						3247-LAKE STREET TRAIL				
						9/11-11/12/21				
						023247				
ACCOUNT TOTAL							1,929.42	.00	1,929.42	
FUND TOTAL							167,882.28	.00	167,882.28	
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL										
931		06/22 AP		12/01/21	0000000	QUESTCDN	495.00			12/14/21
PROJECT#:						3231-CITY HALL REMODEL				
						11/04/21-33 BIDS				
						023231				
ACCOUNT TOTAL							495.00	.00	495.00	
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD										
931		06/22 AP		11/30/21	0000000	AHLERS AND COONEY, P.C.	441.00			12/14/21
PROJECT#:						3244-ASHWORTH DR EXT.				
						10/22-11/12/21				
						023244				
ACCOUNT TOTAL							441.00	.00	441.00	
FUND TOTAL							936.00	.00	936.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 472						PARKADE RENOVATION				
FUND 473						SIDEWALK ASSESSMENT				
FUND 483						ECONOMIC DEVELOPMENT				
FUND 484						ECONOMIC DEVELOPMENT LAND				
FUND 541						2018 STORM WATER BONDS				
FUND 544						2008 SEWER BONDS				
FUND 545						2006 SEWER BONDS				
FUND 546						SEWER IMPROVEMENT FUND				
FUND 547						SEWER RESERVE FUND				
FUND 548						1997 SEWER BOND FUND				
FUND 549						1992 SEWER BOND FUND				
FUND 550						2000 SEWER BOND FUND				
FUND 551						REFUSE FUND				
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
891		06/22 AP		11/22/21	0000000	OFFICE EXPRESS OFFICE PRODUCT PENS, DISPENSER AND SORT	32.10			12/14/21
ACCOUNT TOTAL							32.10	.00	32.10	
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
891		06/22 AP		11/30/21	0000000	CULLIGAN WATER CONDITIONING WATER FOR TRANSFER ST 1524 STATE	6.75			12/14/21
ACCOUNT TOTAL							6.75	.00	6.75	
551-6685-436.72-17 OPERATING SUPPLIES / UNIFORMS										
891		06/22 AP		11/20/21	0000000	UNITED PARCEL SERVICE UNIFORM RETURNS	16.47			12/14/21
934		06/22 AP		11/19/21	0000000	NORTH AMERICAN SAFETY, INC	685.19			12/14/21
891		06/22 AP		11/18/21	0000000	HI VISION UNIFORMS REFUSE SERVICEWEAR APPAREL, INC. PANTS		25.25		12/14/21
891		06/22 AP		11/18/21	0000000	UNIFORM CREDIT FOR DOYLES SERVICEWEAR APPAREL, INC. MARTIN PANTS		46.54		12/14/21
934		06/22 AP		11/16/21	0000000	UNIFORM CREDIT FOR ROBERT NORTH AMERICAN SAFETY, INC	295.95			12/14/21
891		06/22 AP		11/13/21	0000000	HI VISION UNIFORMS REFUSE SERVICEWEAR APPAREL, INC. UNIFORMS FOR REFUSE	114.57			12/14/21
ACCOUNT TOTAL							1,112.18	71.79	1,040.39	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
928		06/22 AP		12/02/21	0000000	THOMPSON SHOES SAFETY SHOES-L CONRAD P.O. 56667	160.00			12/14/21
ACCOUNT TOTAL							160.00	.00	160.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
551-6685-436.73-01						OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES			
934		06/22 AP		12/06/21	0000000	O'DONNELL ACE HARDWARE TAPE	18.69		12/14/21
						ACCOUNT TOTAL	18.69	.00	18.69
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
551-6685-436.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT			
902		06/22 AP		10/31/21	0000000	NAPA AUTO PARTS PARTS & EXPENSES OCT'21	543.83		12/14/21
						ACCOUNT TOTAL	543.83	.00	543.83
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.									
551-6685-436.86-36						REPAIR & MAINTENANCE / TRANSFER STATION MAINT.			
934		06/22 AP		11/19/21	0000000	AIRE SERV.OF THE CEDAR VALLEY FURNANCE FOR TRANSFER STATION	5,104.76		12/14/21
						ACCOUNT TOTAL	5,104.76	.00	5,104.76
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN			
934		06/22 AP		12/03/21	0000000	WEIKERT IRON AND METAL	2,450.00		12/14/21
						APPLIANCE RECYCLING			
934		06/22 AP		11/30/21	0000000	REPUBLIC SERVICES OF IOWA	4,287.50		12/14/21
						BALING WIRE			
902		06/22 AP		11/29/21	0000000	MIDWEST ELECTRONIC RECOVERY	914.85		12/14/21
						ELECTRONIC RECYCLING			
902		06/22 AP		11/20/21	0000000	LIBERTY TIRE RECYCLING, LLC	418.24		12/14/21
						TIRE RECYCLING			
934		06/22 AP		11/17/21	0000000	SAM ANNIS & CO.	79.93		12/14/21
						PROPANE FOR TRANSFER			
884		06/22 AP		11/13/21	0000000	LIBERTY TIRE RECYCLING, LLC	797.15		12/14/21
						SCRAP TIRE RECYCLING			
891		06/22 AP		11/12/21	0000000	MIDWEST ELECTRONIC RECOVERY	588.40		12/14/21
						ELECTRONIC RECYCLING			
891		06/22 AP		11/10/21	0000000	MIDWEST ELECTRONIC RECOVERY	593.70		12/14/21
						ELECTRONIC RECYCLING			
						ACCOUNT TOTAL	10,129.77	.00	10,129.77
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
551-6685-436.93-01						EQUIPMENT / EQUIPMENT			
934		06/22 AP		11/30/21	0000000	ROUTEWARE	36,945.00		12/14/21
						ROUTEWARE HARDWARE			
884		06/22 AP		11/15/21	0000000	ECHO GROUP, INC. CAMERAS	442.46		12/14/21
						SUPPLIES FOR SECURITY			
						ACCOUNT TOTAL	37,387.46	.00	37,387.46

GROUP	PO	ACCTG	---	TRANSACTION	---				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
FUND TOTAL							54,495.54	71.79	54,423.75
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-16 OPERATING SUPPLIES / TOOLS									
930		06/22	AP	12/02/21	0000000	O'DONNELL ACE HARDWARE TAPE MEASURE	9.98		12/14/21
ACCOUNT TOTAL							9.98	.00	9.98
552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
928		06/22	AP	12/01/21	0000000	BROWN'S SHOE FIT SAFETY SHOES-L CAMARATA P.O. 56670	145.00		12/14/21
ACCOUNT TOTAL							145.00	.00	145.00
552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
930		06/22	AP	11/24/21	0000000	NORTHLAND PRODUCTS CO. ANTI FREEZE ICE HOUSE PUMP STATION	941.00		12/14/21
ACCOUNT TOTAL							941.00	.00	941.00
552-6655-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
930		06/22	AP	11/19/21	0000000	MENARDS-CEDAR FALLS LED LIGHTS	179.74		12/14/21
930		06/22	AP	11/19/21	0000000	MENARDS-CEDAR FALLS LED LIGHTS RETURN		19.76	12/14/21
930		06/22	AP	11/18/21	0000000	MENARDS-CEDAR FALLS LED LAMP SEWER BLDG	93.66		12/14/21
930		06/22	AP	11/16/21	0000000	GROSSE STEEL CO., INC. DOOR REPLACEMENT SEWER BLDG 309 E 4TH	2,250.00		12/14/21
ACCOUNT TOTAL							2,523.40	19.76	2,503.64
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS									
902		06/22	AP	11/30/21	0000000	UTILITY EQUIPMENT COMPANY CONCRETE SPACERS	340.00		12/14/21
902		06/22	AP	11/29/21	0000000	O'DONNELL ACE HARDWARE LIQUID NAILS	60.83		12/14/21
934		06/22	AP	11/29/21	0000000	STETSON BUILDING PRODUCTS LLC WATERSTOP FOR MANHOLE BOX OUTS	93.60		12/14/21
ACCOUNT TOTAL							494.43	.00	494.43
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6655-436	73-27	OTHER SUPPLIES / IOWA				ONE CALL	continued		
884		06/22 AP		11/19/21	0000000	IOWA ONE CALL	488.70		12/14/21
						ONE CALL OCTOBER 2021			
						ACCOUNT TOTAL	488.70	.00	488.70
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS									
930		06/22 AP		11/29/21	0000000	O'DONNELL ACE HARDWARE	33.45		12/14/21
						NOZZLE GUN, NUTS & BOLTS			
						ACCOUNT TOTAL	33.45	.00	33.45
552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS									
934		06/22 AP		11/19/21	0000000	NORTH AMERICAN SAFETY, INC	418.42		12/14/21
						HI VISION UNIFORMS WATER REC			
934		06/22 AP		11/16/21	0000000	NORTH AMERICAN SAFETY, INC	345.94		12/14/21
						HI VISION UNIFORMS WATER REC			
891		06/22 AP		11/13/21	0000000	SERVICEWEAR APPAREL, INC.	327.77		12/14/21
						UNIFORMS FOR WATER REC			
						ACCOUNT TOTAL	1,092.13	.00	1,092.13
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
891		06/22 AP		11/20/21	0000000	UNITED PARCEL SERVICE	17.93		12/14/21
						WATER REC RETURN			
						ACCOUNT TOTAL	17.93	.00	17.93
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
930		06/22 AP		12/04/21	0000000	O'DONNELL ACE HARDWARE	22.07		12/14/21
						BOX, SWITCH, COVER			
930		06/22 AP		12/02/21	0000000	O'DONNELL ACE HARDWARE	26.06		12/14/21
						BOX, COVER, CONDUIT			
930		06/22 AP		12/01/21	0000000	TRACTOR SUPPLY CO.	55.98		12/14/21
						NOZZLE, PLUG			
930		06/22 AP		11/23/21	0000000	GURNEY & ASSOCIATES, INC.	293.03		12/14/21
						VALVE PARTS			
930		06/22 AP		11/22/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	273.77		12/14/21
						MOTOR AND BLOWER			
930		06/22 AP		11/19/21	0000000	O'DONNELL ACE HARDWARE	37.99		12/14/21
						LIGHT STRIP			
930		06/22 AP		11/15/21	0000000	CRESCENT ELECTRIC	238.98		12/14/21
						ELECTRICAL SUPPLIES-WIRE			
930		06/22 AP		11/04/21	0000000	CRESCENT ELECTRIC	2.94		12/14/21
						ELECTRICAL SUPPLIES			
930		06/22 AP		11/03/21	0000000	ELECTRICAL ENGINEERING & EQUI	236.40		12/14/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued				
930		06/22 AP		11/01/21	0000000	ELECTRICAL ENGINEERING & EQUI ELECTRIC SUPPLIES	51.45			12/14/21
ACCOUNT TOTAL							1,238.67	.00	1,238.67	
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
930		06/22 AP		11/16/21	0000000	GROSSE STEEL CO., INC. DOOR REPLACEMENT	1,860.00			12/14/21
930		06/22 AP		11/16/21	0000000	GROSSE STEEL CO., INC. DOOR REPLACEMENT	1,541.00			12/14/21
930		06/22 AP		11/16/21	0000000	GROSSE STEEL CO., INC. DOOR REPLACEMENT	2,326.00			12/14/21
930		06/22 AP		11/16/21	0000000	GROSSE STEEL CO., INC. DOOR REPLACEMENT	90.00			12/14/21
ACCOUNT TOTAL							5,817.00	.00	5,817.00	
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
930		06/22 AP		11/18/21	0000000	CRESCENT ELECTRIC	16.63			12/14/21
930		06/22 AP		11/17/21	0000000	CRESCENT ELECTRIC	122.08			12/14/21
930		06/22 AP		11/16/21	0000000	GROSSE STEEL CO., INC. DOOR TIMBER FOR LIFT	1,017.00			12/14/21
930		06/22 AP		11/15/21	0000000	ALTORFER INC. GENERATOR HEATER	99.28			12/14/21
ACCOUNT TOTAL							1,254.99	.00	1,254.99	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
908		06/22 AP		11/10/21	0138853	US BANK INDECO	408.86			12/08/21
ACCOUNT TOTAL							408.86	.00	408.86	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
930		06/22 AP		12/03/21	0000000	ARAMARK RUGS	22.11			12/14/21
930		06/22 AP		11/26/21	0000000	ARAMARK RUGS AND TOWELS	22.11			12/14/21
930		06/22 AP		11/19/21	0000000	ARAMARK RUGS AND TOWELS	22.11			12/14/21
ACCOUNT TOTAL							66.33	.00	66.33	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
930		06/22 AP		11/30/21	0000000	TESTAMERICA LABORATORIES, INC	847.00			12/14/21
		LAB TESTING								
930		06/22 AP		11/16/21	0000000	TESTAMERICA LABORATORIES, INC	411.98			12/14/21
		LAB TESTING								
ACCOUNT TOTAL							1,258.98	.00	1,258.98	
FUND TOTAL							15,790.85	19.76	15,771.09	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
891		06/22 AP		11/22/21	0000000	O'DONNELL ACE HARDWARE	59.90			12/14/21
		BAG CONCRETE FOR COLLAR AT 10TH AND WASHINGTON								
884		06/22 AP		11/19/21	0000000	BENTON'S READY MIX CONCRETE,	172.00			12/14/21
		CATCH BASIN WALL CONCRETE 10TH AND WASHINGTON								
884		06/22 AP		11/18/21	0000000	BENTON'S READY MIX CONCRETE,	367.50			12/14/21
		CONCRETE FOR CATCH BASIN FLOOR 10TH AND WASHINGTON								
ACCOUNT TOTAL							599.40	.00	599.40	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
907		06/22 AP		12/03/21	0000000	BENTON'S SAND & GRAVEL, INC.	916.75			12/14/21
		3252-'21 PERMEABLE ALLEY								
		PROJECT#: 023252								
907		06/22 AP		11/12/21	0000000	AECOM TECHNICAL SERVICES, INC	5,512.06			12/14/21
		3215-OLIVE ST BOX CULVERT 10/9-11/05/21								
		PROJECT#: 023215								
ACCOUNT TOTAL							6,428.81	.00	6,428.81	
FUND TOTAL							7,028.21	.00	7,028.21	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
928		06/22 AP		12/01/21	0000000	OFFICE DEPOT	157.45			12/14/21
		TONER-ENVELOPE PRINTER								
928		06/22 AP		11/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.18			12/14/21
		COPY PAPER 8-1/2X11 & 11X17								
949		06/22 AP		09/21/21	0000000	PARKADE PRINTER, INC.	9.63			12/14/21
		#9 WINDOW ENVELOPES								
ACCOUNT TOTAL							170.26	.00	170.26	

GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
908		06/22 AP		11/03/21	0138853	US BANK	99.00		12/08/21
						STK*BIGSTOCKPHOTO.COM			
						ONLINE IMAGE SUBSCRIPTION			
						ACCOUNT TOTAL	99.00	.00	99.00
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES									
928		06/22 AP		12/08/21	0000000	THE DAVENPORT GROUP USA, LTD	9,969.60		12/14/21
						LAMA RENTAL MIGRATION			
						ACCOUNT TOTAL	9,969.60	.00	9,969.60
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
908		06/22 AP		11/09/21	0138853	US BANK	231.95		12/08/21
						AMZN MKTP US*2Q81W13E3			
						BATTERY REPLACEMENTS			
908		06/22 AP		11/08/21	0138853	US BANK	31.93		12/08/21
						AMZN MKTP US*0P6CF90X3			
						CAMERA CLEANING KIT/CLOTH			
908		06/22 AP		10/29/21	0138853	US BANK	349.99		12/08/21
						AMZN MKTP US*9P7N83T53			
						PLOTTER PRINT HEAD			
						ACCOUNT TOTAL	613.87	.00	613.87
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
949		06/22 AP		09/29/21	0000000	GORDON FLESCH COMPANY	13,897.22		12/14/21
						LASERFICHE MAINT			
						9/29/21-9/28/22			
						ACCOUNT TOTAL	13,897.22	.00	13,897.22
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
928		06/22 AP		11/19/21	0000000	BERRY DUNN MCNEIL & PARKER, L	2,607.50		12/14/21
						NEW FINANCE SYST.CONSUULT			
908		06/22 AP		11/02/21	0138853	US BANK	85.31		12/08/21
						AMZN MKTP US*L79SA2373			
						DESKTOP CAMERA-PW			
908		06/22 AP		11/01/21	0138853	US BANK	24.56		12/08/21
						AMZN MKTP US*D25GM0ZI3			
						PRESENTATION REMOTE-PW			
908		06/22 AP		11/01/21	0138853	US BANK	361.19		12/08/21
						JAMECO ELECTRONICS			
						AUDIO WIRE-COMM.CENTER			
908		06/22 AP		11/01/21	0138853	US BANK	60.87		12/08/21
						AMZN MKTP US*IV3HL7HG3			
						ADAPTERS,USBC CABLES,			
908		06/22 AP		10/25/21	0138853	US BANK	658.56		12/08/21
						AMZN MKTP US*2Y2XOODM0			
						MINI PCS-RISE VISION DSPL			
						ACCOUNT TOTAL	3,797.99	.00	3,797.99
						FUND TOTAL	28,547.94	.00	28,547.94

GROUP	PO	ACCTG	TRANSACTION						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
928		06/22 AP		12/06/21	0000000	HOLMES MURPHY & ASSOCIATES LL BENEFITS CONSULTING SERV JANUARY 2022	2,333.33		12/14/21
ACCOUNT TOTAL							2,333.33	.00	2,333.33
FUND TOTAL							2,333.33	.00	2,333.33
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
891		06/22 AP		11/23/21	0000000	OFFICE EXPRESS OFFICE PRODUCT CLIP DISPENSERS	3.20		12/14/21
891		06/22 AP		11/22/21	0000000	OFFICE EXPRESS OFFICE PRODUCT PENS AND DISPENSER	18.01		12/14/21
ACCOUNT TOTAL							21.21	.00	21.21
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
884		06/22 AP		11/23/21	0000000	CONSOLIDATED ENERGY COMPANY GAS AT GREENWOOD CEMETERY	649.65		12/14/21
884		06/22 AP		11/23/21	0000000	HTP ENERGY #1 DIESEL 1500 BLUFF ST	9,731.21		12/14/21
884		06/22 AP		11/23/21	0000000	HTP ENERGY #1 DIESEL 2200 TECH SPLIT LOAD	9,728.62		12/14/21
884		06/22 AP		11/22/21	0000000	HTP ENERGY GASOHOL 2200 TECH PKWY	25,674.29		12/14/21
891		06/22 AP		11/17/21	0000000	SIGNS BY TOMORROW SPILL RESPONSE SIGN	39.50		12/14/21
902		06/22 AP		10/31/21	0000000	NAPA AUTO PARTS PARTS & EXPENSES OCT'21	6,338.59		12/14/21
ACCOUNT TOTAL							52,161.86	.00	52,161.86
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
902		06/22 AP		10/31/21	0000000	NAPA AUTO PARTS PARTS & EXPENSES OCT'21	239.69		12/14/21
ACCOUNT TOTAL							239.69	.00	239.69
685-6698-446.72-17 OPERATING SUPPLIES / UNIFORMS									
934		06/22 AP		11/16/21	0000000	NORTH AMERICAN SAFETY, INC HI VISION UNIFORMS VEHICL	59.99		12/14/21
891		06/22 AP		11/13/21	0000000	SERVICEWEAR APPAREL, INC.	407.69		12/14/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-17						OPERATING SUPPLIES / UNIFORMS				continued
891		06/22 AP		11/11/21	0000000	SERVICEWEAR APPAREL, INC. UNIFORM CREDIT FOR DUSTIN POLO		24.01		12/14/21
						ACCOUNT TOTAL	467.68	24.01	443.67	
685-6698-446.72-54						OPERATING SUPPLIES / BUILDING SUPPLIES				
902		06/22 AP		10/31/21	0000000	NAPA AUTO PARTS PARTS & EXPENSES OCT'21	515.03			12/14/21
						ACCOUNT TOTAL	515.03	.00	515.03	
685-6698-446.73-04						OTHER SUPPLIES / VEHICLE SUPPLIES				
884		06/22 AP		11/23/21	0000000	KUSTOM SIGNALS, INC. RADAR CABLES AND ANTENNA	433.80			12/14/21
891		06/22 AP		11/22/21	0000000	TOYNE, INC. LED LIGHT STRIP #PD502	79.09			12/14/21
884		06/22 AP		11/18/21	0000000	MENARDS-CEDAR FALLS MISC SHOP SUPPLIES	107.88			12/14/21
884		06/22 AP		11/10/21	0000000	LAWSON PRODUCTS, INC. DRILL BIT	24.45			12/14/21
902		06/22 AP		10/31/21	0000000	NAPA AUTO PARTS PARTS & EXPENSES OCT'21	49,454.64			12/14/21
						ACCOUNT TOTAL	50,099.86	.00	50,099.86	
685-6698-446.86-04						REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS				
891		06/22 AP		11/18/21	0000000	PRECISE MRM LLC AVL CELL FEE	1,000.00			12/14/21
						ACCOUNT TOTAL	1,000.00	.00	1,000.00	
685-6698-446.86-11						REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE				
902		06/22 AP		10/31/21	0000000	NAPA AUTO PARTS PARTS & EXPENSES OCT'21	1,245.06			12/14/21
						ACCOUNT TOTAL	1,245.06	.00	1,245.06	
685-6698-446.86-12						REPAIR & MAINTENANCE / TOWELS				
934		06/22 AP		12/03/21	0000000	ARAMARK SHOP TOWELS	82.45			12/14/21
902		06/22 AP		11/26/21	0000000	ARAMARK SHOP TOWELS	82.45			12/14/21
884		06/22 AP		11/19/21	0000000	ARAMARK	82.45			12/14/21

GROUP NBR	PO NBR	ACCTG PER.	---TRANSACTION---		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
			CD	DATE	NUMBER			POST DT
FUND 685 VEHICLE MAINTENANCE FUND								
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS						continued		
SHOP TOWELS								
ACCOUNT TOTAL						247.35	.00	247.35
FUND TOTAL						105,997.74	24.01	105,973.73
FUND 686 PAYROLL FUND								
FUND 687 WORKERS COMPENSATION FUND								
FUND 688 LTD INSURANCE FUND								
FUND 689 LIABILITY INSURANCE FUND								
FUND 724 TRUST & AGENCY								
FUND 727 GREENWOOD CEMETERY P-CARE								
FUND 728 FAIRVIEW CEMETERY P-CARE								
FUND 729 HILLSIDE CEMETERY P-CARE								
FUND 790 FLOOD LEVY								
GRAND TOTAL						855,082.66	1,474.07	853,608.59